

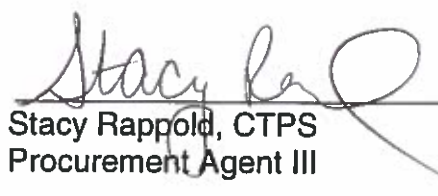
REQUEST FOR PROPOSAL



RFP No. 16-178

EMERGENCY RESPONSE, DEBRIS MANAGEMENT AND MARINE CLEAN-UP SERVICES

NOTE: QUESTIONS CONCERNING THIS SOLICITATION MUST BE E-MAILED NO LATER THAN 5:00 P.M. EASTERN STANDARD TIME ON APRIL 20, 2016 TO:


Stacy Rappold, CTPS
Procurement Agent III

Phone: 410-638-3550

410-879-2000 Ext. 3550

Email: srrappold@harfordcountymd.gov

According to the Americans with Disability Act, this document is available in alternative format upon request.



MARYLAND'S NEW CENTER OF OPPORTUNITY



REQUEST FOR PROPOSALS

RFP No. 16-178 EMERGENCY RESPONSE, DEBRIS MANAGEMENT AND MARINE CLEAN-UP SERVICES

1. INTRODUCTION:

1.1 Objective

This Request for Proposals is to solicit proposals from qualified firms to establish a standby contract for Emergency Response Debris Management Services. These services will not be authorized until such a time as a Notice to Proceed has been issued; typically in response to a natural or man-made disaster.

1.2 Definitions

Whenever, in these instructions, the terms defined in the Contract are used (or pronouns used in their place), the intent and meaning of such terms shall be interpreted as indicated in the Contract.

In addition, the following definitions shall apply:

- 1.2.1 Proposal means an executed formal document submitted to the County stating the goods, consultant services, and/or services, as applicable, offered by the proposer to satisfy the needs as requested in the Request for Proposal.
- 1.2.2 Contract means the agreement between the successful Contractor(s) and the County in the form attached to and included in this RFP document.
- 1.2.3 Goods, consultant services, and/or services, as applicable mean this EMERGENCY RESPONSE, DEBRIS SERVICES.
- 1.2.4 RFP Documents means this entire RFP Document, all attachments, these Instructions to Proposers and any addendums issued prior to the date and time of submittal of the Proposals.
- 1.2.5 Contractor or Prospective Contractor or Proposer means any person or firm having a contract with or proposing to the County as a result of this RFP.
- 1.2.6 County means Harford County, Maryland, a body corporate and politic, and a political subdivision of the State of Maryland.

- 1.2.7 Debris Management Site is a temporary or permanent location identified and approved by the County for the purpose of reducing the volume of vegetative debris by either incineration or grinding.
- 1.2.8 Debris Management Site Monitors means those individuals the Debris Manager assigns to locations where the Contractor is delivering material for processing and/or delivery to a Debris Management Site to assure that the Contractor complies with the scope of services.
- 1.2.9 Debris Manager means the designated County official responsible for coordinating the debris processing, transport and disposal or recycling operations.
- 1.2.10 Household Hazardous Waste means products used and disposed of by residential consumers and includes oil-based paints, stains, varnishes, solvents, pesticides and other materials or products containing volatile chemicals that can catch fire, react or explode, or that are corrosive or toxic.
- 1.2.11 Loading Site Monitors means those individuals the Debris Manager assigns to locations where the Contractor is loading materials for processing and/or delivery to a Debris Management Site to assure that the Contractor complies with the scope of services.
- 1.2.12 Operations Manager means the Contractor's representative who will serve as the liaison between the Contractor and the County.
- 1.2.13 White Goods means household appliances such as refrigerators, freezers, stoves, washers, dryers and similar items.

1.3 Issuing Office

Harford County
Department of Procurement
220 South Main Street
Bel Air, Maryland 21014
Attn: Stacy Rappold, Procurement Agent III
Email: srrappold@harfordcountymd.gov

1.4 Request for Proposal Schedule

- 1.31 A pre-proposal meeting will be held on April 14, 2016 at 11:00 A.M. at the Emergency Services Building, 2220 Ady Road, Forest Hill, Maryland 21050.
- 1.32 Emailed requests for clarification and additional information must be received in the Issuing Office not later than 5:00 p.m. EST on

April 20, 2016 to ensure adequate time to prepare and circulate any necessary addenda to all proposers.

1.3.3 One (1) original and five (5) sealed copies of the technical proposal and one (1) original of the price proposal must be received in the Issuing Office no later than the close of business (5:00 p.m. EST) on April 29, 2016. Copies of the Technical and Price Proposal shall be separately sealed, see Section 5 for specific directions for proposal preparation and submission.

1.3.4 There will be no public opening for the proposal submissions.

1.3.5 Proposals submitted in response to this RFP are irrevocable for 120 days after the proposal due date.

1.3.6 Award of the contract is anticipated in May, 2016.

2. GENERAL INFORMATION FOR PROPOSERS

2.1 Reservations

The County reserves the right to cancel this RFP at any time after issuance, to reject, in whole or in part, any and all proposals received, to waive minor technicalities in proposals, and to negotiate with responsible proposers in any manner necessary to serve its best interests.

2.2 Addenda

Any necessary additions or corrections to this RFP will be made by addenda, and available to all proposers of record. Addenda become part of the RFP, and must be acknowledged by each proposer; failure to acknowledge any addenda shall not relieve proposers of compliance with the terms thereof. The County assumes no responsibility for oral instructions.

2.3 Oral Presentations

The County will require proposers to make oral presentations of their qualifications and to substantiate any portions of proposals submitted. If required, the Issuing Office will schedule such presentations.

2.4 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer ability to satisfy the requirements of this RFP.

2.5 Incurred Expenses

Proposers are responsible for proposal preparation and submission costs, as well as travel costs incurred in connection with oral presentations or other pre-award discussions or activity.

2.6 Acceptance of Terms and Conditions

By submitting a proposal in response to this RFP, the proposer accepts the terms and conditions set forth herein.

2.7 Public Information Act Notice

Proposers shall identify any portions of their proposals deemed to contain confidential or proprietary information or trade secrets, and provide justification why such material, upon request, should not be disclosed in accordance with §806 of the Harford County Charter.

2.8 Evidence of Proposer Responsibility

The County may require proposers to submit additional information regarding financial responsibility, technical expertise, and other qualifications, and may consider any information otherwise available concerning those qualifications. The County may make such investigation, as it deems necessary to determine proposer responsibility.

2.9 Award Without Discussions

The County reserves the right to accept the best written proposal without further discussions. Proposer should ensure that the initial proposal is both complete, and competitively priced.

2.10 Contractor Responsibilities; Subcontractors

The County will enter into a contract with the selected proposer only, and that proposer shall be responsible for all products and services required by the RFP. Subcontractors, if any, must be identified in the proposal, with a complete description of their role relative to the proposer.

2.11 Conflicts of Interest

The proposer shall identify any actual or potential conflicts of interest that exist, or which may arise if the proposer is recommended for award, and propose how such conflicts might be resolved.

2.12 Financial Disclosure

The successful proposer shall comply with the provisions of the Annotated Code of Maryland, State Finance and Procurement Article §13-221 which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its units or both, under which the business is to receive a total of \$100,000 or more shall, within 30 days of the time when the total value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State a list that contains the name and address of: (1) any resident agent of the business; (2) each officer of the business; and (3) if known, each person who has beneficial ownership of the business.

2.13 Political Contribution Disclosure

The successful proposer shall comply with the provisions of Article 33, §30-1 et seq. of the Annotated Code of Maryland, which requires that every proposer or contractor doing more than \$100,000 or more of business with the State, a county, incorporated municipality or other political subdivision are required to file periodic reports of political contributions in excess of \$500 to candidates for elective office in the State. Contact the Division of Candidacy and Campaign Finance, 410-974-3711, ext. 5 or 800-222-8683, ext. 5 for forms and further information.

2.14 Anti-Bribery Affidavit

Section 16-202, State Finance and Procurement Article requires that each proposer seeking a contract submit an affidavit stating whether the entity or any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State, have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government. The affidavit form that must be returned with each proposal is included with this RFP, and should be submitted with the technical proposal.

2.15 Non-Collusion

By its signature on the proposal documents submitted, the successful proposer attests that its agents, servants and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the proposer, or themselves, to obtain information that would give the proposer an unfair advantage over others, nor has it colluded with anyone for and on behalf of the proposer, or itself, to gain any favoritism in the award of this RFP.

2.16 Compliance with Laws

By submitting a response to this solicitation, proposer represents that it is not in arrears in the payment of any obligation due and owing Harford County or the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of any contract arising from award of this RFP.

2.17 Governing Law

The laws of Harford County and the State of Maryland, and where applicable, federal law and regulation, will govern the contract awarded pursuant to this RFP.

2.18 Ownership and Retention of Records

All reports, drawings, and other data prepared under the contract issued pursuant to this RFP shall become the property of Harford County. Unless otherwise required by applicable statute of limitations, the successful proposer shall retain all records and documents related to any contract awarded pursuant to this RFP for 3 years after final contract payment by the County, and shall make them available for inspection and audit by authorized representatives of the County at all reasonable times.

2.19 Cooperative Procurement

Harford County reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this proposal and will also provide usage information, which may be requested. A copy of the contract pricing and the proposal requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Award Proposer(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes

must be resolved solely between the participating agency and the Award Proposer. Harford County does not assume any responsibility other than to obtain pricing for the specifications provided.

2.20 Acceptance Time

By submitting a proposal under this solicitation, the proposer agrees that Harford County has within 120 days after the due date in order to accept the proposal. Harford County reserves the right to reject, as unacceptable, any proposal that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the proposer, the acceptance time for the proposal may be extended.

2.21 Billing and Payment

The successful proposer shall keep accurate, document records of time, material and transportation allocable to this contract. Payment will be made on a monthly basis, and related records will be available for audit purposes during normal business hours, as often as deemed necessary. Payment will only be made for work that has first been previously authorized with County approval.

2.22. Licenses and Certificates

2.22.1 The County reserves the right to require proof that the prospective Contractor is an established business operating in compliance with the law. It shall be the sole responsibility of the awarded Contractor to ensure all sub-contractors minimally meet the requirements as agreed upon and as stated within this RFP.

2.22.2 Each prospective Contractor shall be licensed and qualified to do business in its area of expertise. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of any resulting contract, and any extensions.

2.22.3 The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules and regulations, for the proper execution and completion of the work under this Agreement.

2.23 Insurance Requirements

2.23.1 General Insurance Requirements

1. The Contractor shall not commence work until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the

County; nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the County of original certificates of insurance signed by authorized representatives of the insurers or, at the County's request, certified copies of the required insurance policies.

2. Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final acceptance of the Project by the County. Original certificates signed by authorized representatives of the insurers or, at the County's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the County throughout the term of the Contract and for two years after final acceptance of the Project by the County.
3. The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, workers compensation and employers liability insurance, contractors pollution liability and watercraft liability (if applicable) to the same extent required of the Contractor in 2.23.2 (if applicable) unless any such requirement is expressly waived or amended by the County in writing. The Contractor shall furnish Subcontractor's certificates of insurance to the County immediately upon request.
4. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the County.
Therefore, the phrases "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
5. No acceptance and/or approval of any insurance by the County shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.
6. If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the County for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the County

denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.

All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the County. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A.M. Best Company, unless County grants specific approval for an exception.

7. Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor, and are subject to County's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.
8. Any and all return premiums and/or dividends for insurance or coverage directly charged to the County by the Contractor in connection with this Contract shall belong to and be payable to the County.
9. If the County is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the County, then the Contractor shall bear all reasonable costs properly attributable thereto.

2.23.2 Contractor's Liability Insurance

1. The Contractor shall purchase and maintain the following insurance coverages which will insure against claims which may arise out of or result from the Contract's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Insurance shall be written for not less than the limits specified below or required by law, whichever is greater.
 - a. Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:
 - \$1,000,000 each occurrence;
 - \$1,000,000 personal and advertising injury;
 - \$2,000,000 general aggregate; and
 - \$2,000,000 products/completed operations aggregate.
 - b. This insurance shall include coverage for all of the following:

- i. General aggregate limit applying on a per project basis;
 - ii. Liability arising from premises and operations;
 - iii. Liability arising from the actions of independent contractors;
 - iv. Liability arising from products and completed operations with such coverage to be maintained for two years after completion of the Work;
 - v. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
 - vi. Liability arising from the explosion, collapse, or underground (XCU) hazards.
- c. Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:
 - i. Liability arising out of the ownership, maintenance or use of any auto; and
 - ii. Automobile contractual liability.
- d. Workers compensation insurance or its equivalent with statutory benefits as required by any State or Federal law, including standard "other states" coverage and coverage for liability arising out of the Longshore and Harbor Workers' Compensation Act; and/or Jones Act, employers liability insurance or its equivalent with minimum limits of:
 - \$1,000,000 each accident for bodily injury by accident;
 - \$1,000,000 each employee for bodily injury by disease;
 - and
 - \$1,000,000 policy limit for bodily injury by disease.
- e. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
 - \$2,000,000 per occurrence;
 - \$2,000,000 aggregate for other than products/completed operations and auto liability; and
 - \$2,000,000 products/completed operations aggregate

And including all of the following coverages on the applicable schedule of underlying insurance:

 - i. Commercial general liability;
 - ii. Business auto liability; and
 - iii. Employers liability.

- f. Contractors' pollution liability insurance or its equivalent covering against claims for environmental cleanup costs, bodily injury, damage to property, and loss of use of undamaged physical property which result from pollution conditions that arise out of the performance of services provided under this Contract with minimum limits of:

\$1,000,000 per pollution incident; and
\$1,000,000 annual aggregate.

- g. Watercraft liability insurance, including Protection & Indemnity and Collision, with limits not less than \$1,000,000 combined single limit per accident. Where available, Pollution buy-back coverage shall be required. Such insurance shall cover liability arising out of the maintenance and use of any watercraft.
- h. It is understood and agreed that the contractor has bonded or will bond each of his employees engaged on the project who have fiduciary responsibility. It is further agreed that the Contractor shall pay to the County any sum or sums recovered from the bonding company arising out of acts of said employees involving funds of the County or property of the County. The bonds shall provide that coverage shall extend to and include the property of the County utilized in this project.
- i. County and County's elected and appointed officials, officers, consultants, agents and employees shall be named as additional insureds on the Contractor's commercial general liability insurance, auto liability, umbrella excess or excess liability insurance policies, contractors' pollution liability insurance, and watercraft liability insurance with respect to liability arising out of the Contractor's services provided under this Contract. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:
 - i. On-going operations; and
 - ii. Products and completed operations.

The commercial general liability policy and the umbrella excess liability or excess liability policies, if required herein, must include additional insured language, which shall afford liability coverage for the exposures listed above in i. and ii.

- j. Insurance or self-insurance provided to the County and County's elected and appointed officials, officers, consultants, agents and employees under the Contractor's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

Insurance or self-insurance provided to the County and County's elected and appointed officials, officers, consultants, agents and employees under the Contractor's liability insurance or self-insurance required herein shall be primary and non-contributory and any other insurance, self-insurance, coverage or indemnity available to the County and County's elected and appointed officials, officers, consultants, agents and employees shall be excess of and non-contributory to Contractor's liability insurance or self-insurance.

- k. If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:
 - i. The Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the Contract. Such certificates shall evidence a retroactive date no later than the beginning of the work under this Contract; or
 - ii. The Contractor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the work under this Contract.

2.23.3 Waiver of Subrogation

To the fullest extent permitted by law, the Contractor and its insurers, employees, officials, volunteers, agents and representatives waive

any right of recovery against the County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the services provided by Contractor under this Contract. Contractor specifically waives any right of recovery against the County and its elected and appointed officials, officers, volunteers, consultants, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the County as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the County and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Contractor shall advise its insurers of the foregoing.

2.23.4 Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the County and its elected or appointed officials, employees and authorized volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities (including without limitation, attorneys' fees), fines or penalties arising out of or related to the services provided under this Contract, unless such claims arise from the sole negligence of the County. This obligation to defend, indemnify and save harmless shall survive the termination of this contract.

2.24. Licenses and Certificates

2.24.1 The County reserves the right to require proof that the prospective Contractor is established business operating in compliance with the law. It shall be the sole responsibility of the awarded Contractor to ensure all sub-contractors minimally meet the requirements as agreed upon and as stated within this RFP.

2.24.2 Each prospective Contractor shall be licensed and qualified to do business in its area of expertise. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of any resulting contract, and any extensions.

2.24.3 The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the work under this Agreement.

2.25 Notice to Proceed

The Contractor shall commence performance on the date set forth in the Notice to Proceed. The date shall be determined by the County prior to, during, or after any disaster.

2.26 Use of Premises

2.26.2 The Contractor shall assume full responsibility for any damage to any work areas or to the County, homeowner, or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work. Contractor shall maintain a toll-free hotline answered 24 hours per day to professionally accept homeowner and other claims. Contractor shall provide in its proposal, a summary of and sample computerized documents exhibiting its complete logs, complaint report forms, site visit and inspection forms, and computerized resolution reporting forms and summaries for the County. Should any claim be made by any such County or occupant because of accident, intention act, the performance of the work, or for any other such reason the cause of which is the Contractor or their Subcontractors, Agents or Employees, the Contractor shall promptly settle with such party by negotiation or other dispute resolution proceeding or at law. Contractor shall provide a weekly computerized update of all claims and complaints and their disposition, both individually and in summary form.

2.26.3 During the progress of the work, the Contractor shall keep their sites free from accumulations of waste materials, rubbish, and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, rubbish, and debris from and about the sites, as well as tools, appliances, equipment, machinery and/or surplus materials.

2.26.4 The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.

2.26.5 No tracked equipment shall be allowed on public streets or R.O.W.'s without the written permission of the County.

2.27 Estimated Quantities

The County reserves the right to increase or decrease estimated quantities as required. Estimated quantities as shown within the RFP are for estimating and proposal purposes. It is understood by all prospective Contractors that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of the contract. The actual volumes of any work can only be identified subsequent to a

disaster, and as the work proceeds. The Contractor shall be required to perform all work required by the Contract regardless of volume.

2.28 Performance

The selected Contractor shall perform the resulting contract in a timely fashion. If the disaster is such that it may reasonably be predicted in advance, Contractor shall have Management personnel within the Emergency Services Center (DES) 24-48 hours prior to the arrival of the disaster. If the disaster is such that the disaster could not be predicted, the Contractor shall have Management personnel within the DES within 24 hours after the event. Contractor's Management Personnel shall assist the County to plan a response, plan for the arrival of the event if possible, and to initiate the emergency push and initial debris removal and rescue operations. Contractor shall mobilize work crews and heavy equipment within such period of time as may be set forth within the Notice to Proceed. Crews shall be mobilized in a staggering phasing so as not to overwhelm the resources of the monitoring body. Contractor shall describe its mobilization program and past experience with such mobilization. Contractor should clearly exhibit experience in large previous compelling mobilizations, to multiple sites, with short time frames.

2.29 Payment and Performance Bonds/Surety Letter

The successful bidder shall be required to provide payment and performance (surety) bonds for the entire amount of the Contract price to insure the successful performance of the terms and conditions of the Contract. The payment and performance bond shall be subject to forfeiture for failure on the part of the successful bidder to perform its obligations under the Contract. The bond must be provided within seven (7) days of written Notice to Proceed. As the Contract is on a standby emergency basis, the County must be certain that the offer has the capability to obtain, within a few days, in the face of a major disaster, a surety bond to cover the extensive emergency work which may be required and which work must be initiated almost immediately. Therefore, work must be initiated almost immediately. Therefore, to ensue such capability, the County requires the proposed Contractor to provide a signed Letter of Commitment from their surety company meeting the requirements delineated above, with their proposal in the form and containing the required terms and conditions as set forth herein. The Letter of Commitment shall exhibit clearly the proposed Contractor's ability to obtain, and upon a valid Notice to Proceed, the surety's obligation to provide, a surety payment and performance bond for the project for an amount up to \$50,000,000. The County reserves the right to seek clarifications to satisfy the requirements of the commitment letter. See the attached sample Surety Commitment letter (Attachment 1). Failure to include an appropriate executed letter from the surety in acceptable format shall be grounds for rejection of the proposal.

2.30 Payments/Invoices

All prospective Contractors must specify on their proposal letter the exact company name and address which must be the same shown on invoices submitted for payment. Contract payments shall be made in arrears, Net 30 days; after approval of a billing statement for actual work done by the Contractor(s). All billing statement or invoices submitted for payment shall be original and should be sent to the County at the following address: Harford County Accounts Payable, 220 S. Main Street, Bel Air, Maryland 21014. Billing statement or invoices should include company name and address, locations for where work has been performed, reconciliation sheets for each day's work, and support documentation as required. The successful Contractor will be responsible for all work and/or debris deemed ineligible. Retainage will be withheld from each contract payment in the amount of ten (10%) percent. Retainage will be released upon the completion of the project including the resolution of all complaints, but not sooner than 90 days after the completion of all contract work to insure timely completion of the project and/or discovery of damage to public or private property. Contractor shall also submitted executed lien.

Invoices submitted for payment shall be accompanied by an electronic worksheet, in Microsoft Excel format, which includes information contained in the approved worksheets and/or debris ticket. The final format of the daily worksheet and information to be contained will be approved and agreed upon by the Contractor and the Contract Administrator. Any discrepancies between the County's records and the Contractor's submittals must be rectified, to the County's satisfaction, by the Contractor, before payment on those items will be made by the County. Contractor shall computerize all tickets daily and present to the County as a summary reconciliation document within (48) hrs. of the daily completion of the work. Contractor shall note that thousands to tens of thousands of tickets may be produced per day and Contractors plans and computer program must encompass such potential volumes. Contractor should provide sample forms and program formats; describe their data processing experience, their data management center (if any), their data management programs and procedures and their key data management personnel in their proposal.

County and Contractor shall meet daily (within 48hrs of the issuance of the tickets) to reconcile tickets and work performed. Contractor shall revise the computerized reconciliation sheets with any corrections discovered and represent a corrected Daily Reconciliation sheet to the County for signature within twenty-four (24) hours thereafter. Both the County and the Contractor shall execute each daily reconciliation sheet after being verified as correct. Such daily reconciliation sheets shall then become the basis for billing documentation.

2.31 Records and Right to Audit

The Contractor shall maintain adequate records, documents, and information to justify all charges, expenses and costs incurred in performing the work for at least five (5) years after completion of this Contract. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection, reproduction, audit, and/or during normal business hours, at the County's expense, upon five (5) days prior written notice.

2.32 Safety

The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state, and municipal safety laws, insurance requirements, standard industry practices, the requirements of the operations and this Contract. The Contractor, directly or through its subcontractors, shall erect and properly maintain at all times, as requires by the conditions and progress of the work, necessary safeguards for the safety and protection of the public, including securing areas, posting danger signs, placarding, labeling, or posting other forms of warning against hazards. When use of hazardous materials or equipment or unusual methods are necessary for execution of the work, or when the work includes the cleanup, remediation, and/or removal of bio-solids, bio-hazardous waste, or any hazardous or toxic materials, trash debris, refuse, or waste, the Contractor, its subcontractors(s) and their employees shall be trained and certified as required in the proper handling, use and care of equipment, materials and hazardous operations, and shall exercise the utmost care and perform such activities under the supervision of properly qualified and/or competent personnel.

2.33 Reciprocal Preference For Local Proposers

2.33.1 When contractual services are purchased through the proposal process established by this chapter, the County may give a preference to the local proposer who is the lowest responsible local proposer if:

1. A proposer whose principal place of business is in another county or state is the lowest responsible proposer;
2. The other county or state gives a preference to its local proposers; and
3. A preference does not conflict with a federal law or grant affecting the purchase of the supplies or contractual services.

2.33.2 A preference given under this section shall be identical to the preference that the other county or state gives to its local proposer.

3. **DESCRIPTION OF REQUIREMENTS**

SCOPE OF SERVICES

See enclosed Scope of Services. (Attachment A)

4. **EVALUATION AND SELECTION CRITERIA:**

4.1 **Evaluation Committee**

The County has established an evaluation committee who will first review each technical proposal for compliance with requirements, and then score each technical proposal in accordance with the criteria that follows:

4.2 **Evaluation Criteria**

The technical proposal is worth 80% and the price proposal is worth 20% of the evaluation criteria. The technical proposal is comprised of six (6) categories to evaluate the overall technical qualifications of the proposer. The categories and their weight are described below:

Harford County reserves the right to award all or part of the project based solely on the best interest of the County as determined by the Director of Procurement.

4.3 **Technical Proposal (80 Points)**

4.3.1 The technical proposal must be submitted in the format as outlined below. Next to the title is the weight factor assigned to each category.

4.3.1.1	Qualification of Contractor	15 Points
4.3.1.2	Qualifications of Staff	15 Points
4.3.1.3	FEMA Technical Approach	15 Points
4.3.1.4	Financial Stability	5 Points
4.3.1.5	Technical & Reimbursement Assistance	5 Points
4.3.1.6	Interviews	25 Points

Following review of the technical proposals by the County, the Proposer will be notified of available times for interviews. The Proposer's attendees shall be limited to no more than five (5) individuals, including the proposed Project Manager of the Proposer and at least one field representative of each

major Subcontractor, not to exceed four (4) Subcontractors. Principles may attend to observe but may not participate in the interview. Questions will not be disclosed prior to the interview. The interview shall be limited to one (1) hour.

4.3.2 Proposal Submissions

Technical proposals must be organized and sections tabbed in the following order. All proposals shall include at a minimum:

4.3.2.1 Title Page – Show the Proposer's firm name, address, telephone number, email address, name of contact person, and date.

4.3.2.2 Table of Contents – Include a clear identification of the material by tab and by page number.

4.3.2.3 Contractor's Profile and Submittal Letter

4.3.2.3.1 Submittal Letter signed by an authorized agent of the Proposer

4.3.2.3.2 A summary statement explaining how the Proposal meets the requirements and evaluation factors.

4.3.2.3.3 The Proposer shall indicate in writing its acknowledgement that the Scope of Work is sufficient to define the work required under the Contract.

4.3.2.3.4 Organizational structure including any and all business locations and listing of any business in which the business with the Contractor has an ownership interest or which hold an ownership interest with the Contractor.

4.3.2.4 Qualifications

Prospective Proposers must have experience in performing work of the same or similar nature, similar magnitude and be capable of funding such potentially large-scale project for weeks or longer. Provide a description and history of the firm focusing on the following:

4.3.2.4.1 Relevant experience in all aspects of emergency debris management, including response, procurement, operation, planning, contract

management, and accounting systems within the past five (5) years.

- 4.3.2.4.2 Assurance of an available and dedicated project team. Include a listing of key staff, including project managers and superintendents, with resumes of each describing experience, training and education in the area of service.
- 4.3.2.4.3 Demonstrate knowledge and experience with the FEMA reimbursement process; FEMA initial damage estimates; Immediate Needs Funding (INF); project worksheets completion and application process. Also document knowledge and experience with state and local emergency management agencies; state and federal programs; funding sources and reimbursement processes for emergency debris management services.
- 4.3.2.4.4 Demonstrate knowledge of environmental requirements and regulations pertaining to the clearing, removal, processing and disposal of natural and manmade debris.
- 4.3.2.4.5 Document all equipment currently owned or leased by the Proposer and its Subcontractors including year, make, model, and brief description of item.
- 4.3.2.4.6 Describe which steps the Proposer has taken to solicit small and minority businesses and women's business enterprises. Each Proposer shall include copies of correspondence in which the Proposer solicited small and minority business and women's business enterprise. Based upon this solicitation, each Proposer shall list each small and minority businesses and women's business enterprises that the Proposer shall list each small and minority businesses and women's business enterprises that the Proposer plans to utilize for the work and describe specifically what part of the work will be performed by each firm.
- 4.3.2.4.7 Provide information to demonstrate that the Contractor and its Subcontractors have the necessary skills, facilities, experience, ability, and financial resources to perform all work associated

with Household Hazardous Waste acceptance, classification, packaging, short-term storage, shipping, and disposal. The Subcontractor which is engaged in work associated with Household Hazardous Waste shall have been actively engaged in similar work for a period of no fewer than five (5) years prior to the date of this Request for Proposal. The Household Hazardous Waste Subcontractor shall have successfully provided such services similar to those described in this specification to a minimum of three (3) other public agencies.

- 4.3.2.4.8 The Proposer shall provide a list of all judgements entered against the Proposer in and Federal or State court within the past ten (10) years; any criminal conviction ever issued against the Proposer or its principles and all civil, criminal and administrative proceedings pending against the Proposer at this time.

4.3.2.5 Committed Resources and Timely Disaster Response

- 4.3.2.5.1 Discuss in detail how the Contractor and its Subcontractors will provide an emergency response and commit the necessary resources to Harford County during a disaster that affects the entire region in where the Contractor may have similar contracts and commitments to adjoining governmental agencies which are also affected by the same disaster.
- 4.3.2.5.2 Provide a list of all current standby debris management contracts between either the Proposer or it subcontractors and other organizations in Maryland, Virginia, Delaware, Pennsylvania, and New Jersey.
- 4.3.2.5.3 Explain how, in the event of a disaster the Contractor will mobilize resources including a timeline and the methods by which the Contractor will insure that mobilization occurs within a timely manner. The explanation shall be for both forecasted as well as unforeseen disasters.
- 4.3.2.5.4 Discuss response times and resources mobilized for the list of experience described in 4.3.2.4

4.3.2.6 Technical and Management Approach

4.3.2.6.1 Provide a narrative description with an organizational chart outlining the mobilization, operational plans, and structure, services to be provided and how and when these services shall be provided. This description shall fully and completely demonstrate the Prospective Contractor's intended methods for servicing the requirements of all aspects of the Scope of Work set forth herein.

4.3.2.6.2 Prospective Proposers may offer alternative solutions/options to achieve successful completion of the Scope of Work detailed herein.

4.3.2.7 Financial Stability and Capability

4.3.2.7.1 Provide a Certificate of Insurance naming Harford County, Maryland as an additional insured. This shall be provided by the awarded Proposers and will be provided as part of the final contract process. The minimal insurance limits are provided within this specification package.

4.3.2.7.2 Provide an audited financial statement for each of the past two (2) years. A third party prepared financial statement is acceptable for one (1) of the two (2) years if an audited statement is not available. Any such third party certified statement shall be signed and certified by a third party Certified Public Account and certified as accurate by the prospective Proposer.

4.3.2.7.3 Include an executed Letter of Commitment, proof of bondability issued by the Surety Company for the Payment and Performance Bond, per the attached sample letter – Attachment A.

4.3.2.8 Assistance with Annual Emergency Debris Management Drills and Debris Management Training

Discuss in detail the Contractor's experience and capabilities of the proposed staff in assisting other governmental agencies with annual emergency debris management drills and refresher training on Emergency Debris Management. Topics to be covered include: Preparation activities based on an advanced disaster warning; Contractor prepositioning

activities; Damage assessments; Debris clearing operations; Planning, construction and operation of temporary debris management sites; Debris removal operation; Debris tracking; Invoicing/payments; and FEMA reimbursement procedures. Provide detailed resumes for all proposed in-house staff assigned for the annual drills and refresher training.

4.3.2.9 Addenda

A list and copy of all addenda.

4.3.2.10 Exceptions

Include any/all exceptions taken to the content of this Request for Proposal or any contract or legal agreement(s) or document(s) related to this Request for Proposal. Any exceptions shall be reviewed by County for appropriateness and is only valid if accepted in writing by the County.

4.4 **Price Proposal (20 POINTS)**

- 4.4.1 The Committee will open and score only the price proposals submitted by firms achieving a minimum of 70% of available technical proposal points.
- 4.4.2 The Committee will award the full 20 points available to the lowest price proposal. Higher-priced proposals will receive a lower score, prorated from the lowest proposal's 20 point basis.
- 4.4.3 The rates, overhead, and burden, with applicable unit prices for reimbursables, will be firm for twelve (12) months following the date of award.
- 4.4.4 The Committee may enter into cost and scope negotiations, only with the highest rated firm. If the Committee and firm cannot agree upon the scope and cost, the Committee will negotiate with the next highest rated firm. This process is continued until a fair and reasonably priced contract can be awarded.

4.5 **Final Ranking and Selection**

- 4.5.1 The Committee will recommend to the Director of Procurement award to the responsible proposer whose proposal is determined to be most advantageous to the County, considering both the technical and price factors outlined above.
- 4.5.2 The Committee's recommendation is subject to approval of the Harford County Board of Estimates.

5. INFORMATION REQUIRED IN PROPOSAL SUBMISSION:

5.1 Two-Volume Submittal

5.1.1 Each proposer must submit one (1) original and six (6) copies of its technical proposal, with the original clearly marked. A brief transmittal letter, signed by an officer authorized to bind the firm to its proposal, with required affidavit(s) attached must accompany the technical proposal.

5.1.2 The selection procedure for this RFP requires that technical evaluations be completed before price proposals are opened and submitted to the Evaluation Committee, each proposer must submit one (1) original of the price proposal, using the form provided herein, separately sealed in an envelope clearly marked with the words "Price Proposal," and the RFP number/title.

5.1.3 The Proposer shall submit proposal to:

Harford County Government
Department of Procurement
220 South Main Street
Bel Air, Maryland 21014
Attention: Stacy Rappold, Procurement Agent III
*16-178 EMERGENCY RESPONSE DEBRIS MANAGEMENT
SERVICES*

6. AWARD AND TERM

The County reserves the right to award a contract or contracts to the Contractor(s) that the County deems to offer the best overall proposal. The County is therefore not bound to accept a proposal on the basis of lowest price. In addition, the county, at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, or to re-advertise with either the identical or revised specifications, if it is deemed in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest. It is anticipated that a Contract will be awarded with three (3) Contractors for one (1) year with Harford County having the sole option to renew for five (5) one year renewal options.

7. GENERAL CONDITIONS

7.1 Obligations and Liabilities of Contractor

7.1.1 The Contractor shall do all of the work and perform and furnish all of the labor, services, materials, equipment, plant, machinery, apparatus,

appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the work in the manner and within the time hereinafter specified or as directed in the field, in conformity with the directions and to the satisfaction of the Owner/County, and at the prices herein agreed upon therefore.

- 7.1.2 All parts of the Work and all fixtures, equipment, apparatus and other items indicated in the Scope of Work, or as directed in the field, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, shall be furnished and executed.
- 7.1.3 The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the Owner/County, shall avoid interference therewith, and shall cooperate in the arrangements for storage, loading and hauling of materials and equipment.
- 7.1.4 The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precautions as may be necessary to protect life, health, property, and the environment.
- 7.1.5 The Contractor shall indemnify and save harmless the Owner/County, municipalities, Inspector and their officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgements, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the Owner/County, the municipalities, the Inspector or any of their respective officers, agents, servants or employees thereof and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided.
- 7.1.6 The Contractor shall have complete responsibility for the work and he protection thereof, and for preventing injuries to persons and damage to the work and property and utilities on or about the work, until final completion and final acceptance thereof. He shall in no way be

relieved of his responsibility by any right of the Inspector to give permission or directions relating to any part of the work, by any such permission or directions given, or by failure of the Inspector to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quality or character of the work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the work is done being different from that indicated or shown in the contract documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

- 7.1.7 The Contractor shall conduct his operations so as not to damage existing structure or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue to be liable for the damage caused.
- 7.1.8 The Contractor shall be as fully responsible to the Owner/County for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.
- 7.1.9 The Contractor agrees to and does hereby indemnify and save harmless the Owner/County, the Owner/County's Employees, and the Inspector from and against any and all claims by the Contractors or Subcontractors alleging loss, damage or delay resulting from , arising out of, or relating to the work and from and against any and all claims, demands, suits, proceedings, liabilities, judgements, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.
- 7.1.10 The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the work or his operations under the contract agreement and/or the other contract documents, including, but not limited to, taxes, attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the work.
- 7.1.11 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. All necessary precautions shall be taken for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby. The Contractor shall be responsible for, and perform all work in accordance with all local, state, and local safety requirements.

7.1.12 Unless otherwise expressly provided, the means and methods of construction shall be such as the Contractor shall choose. Only adequate and safe procedures, methods, structures and equipment shall be used. The Owner/County and/or inspector's approval or failure to exercise his right there on, shall not relieve the Contractor of obligations to accomplish the result intended by the contract, nor shall his approval or failure create a cause of action for damages.

7.2 Authorities

7.2.1 The Director of Public Works or his assignee shall be Owner/County's representative during the life of the Contract and shall observe the work in progress on behalf of the Owner/County. He shall have authority (1) to act on behalf of the Owner/County to the extent expressly provided in the Contract; and (2) to determine the quantity, quality, acceptability and fitness of all work, materials and equipment required by the Contract.

7.2.2 When the Contractor performs work within the municipalities, the County may assign duly authorized agent of the municipality to inspect and review the work within the municipalities.

7.2.3 The Contractor shall proceed without delay to perform the work as directed, instructed, determined or decided by the Owner/County and shall comply promptly with such directions, instructions, determinations or decisions. If the Contractor has any objection thereto he may, within ten (10) days of having received any such direction, instruction, determination or decision, require that any such direction, instruction, determination or decision be put in writing and within ten (10) days after receipt of any such writing he may file a written protest with the Owner/County stating clearly and in detail his objections, the reasons therefore, and the nature and mount of additional compensation, if any, to which he claims he will be entitled thereby. Unless the Contractor requires that any such direction, instruction, determination or decision be put in writing within ten (10) days of having received such direction, instruction, determination or decision and unless the Contractor files such written protest with the Owner/County and Construction Manager within such ten (10) day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instruction, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

7.3 Inspection and Supervision of Work

- 7.3.1 All "work" is subject to inspection by the Owner/County and his duly authorized representatives, and those agencies required by law to inspect specific items. The Contractor shall provide facilities for access and inspection as required.
- 7.3.2 If the contract documents or the Owner/County's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Owner/County timely notice of its readiness for inspection, and if the inspection is by another authority, the date fixed for such inspection. Timely notice shall mean a minimum of two (2) working days advanced notice. Any work covered without approval of the Owner/County must, if required by the Owner/County must, if required by the owner/County, be uncovered for examination at the Contractor's expense.
- 7.3.3 Re-examination of questioned work may be ordered by the Owner/County at any time. If so desired, the work must be uncovered by the Contractor. If such work is found in accordance with the contract documents or field directives, the Owner/County shall pay the cost of re-examination and replacement. If such work is found not in accordance with the contract documents or field directives, the Contractor shall pay such cost. Should the work thus exposed or examined prove acceptable, the uncovering, removing, replacing of the covering and/or making good of the parts removed, shall be paid for by Owner/County at the unit prices bid but should the work exposed or examined prove unacceptable, either in whole, or in part, the uncovering, removing, replacing of the covering and/or making good of the parts removed, shall be at the contractor's expense.
- 7.3.4 If within one year after the conditional acceptance of the work associated with the restoration of temporary debris management sites or within such longer period of time as may be prescribed by the terms of any applicable warranty required by this contract any of the work, equipment, or machinery is found to be patently defective, the Contractor shall promptly correct those items after receipt of written notice by the Owner/County to do so. Provided, however, upon assigning any residual supplier warranties to the Owner/County., the Contractor shall have no responsibility under this paragraph if instructions for operation and maintenance are furnished to Owner/County by Contractor and said items are not operated and maintained in accordance with said instructions. The Owner/County shall give prompt notice after discovery of such conditions.

7.4 Contractor Supervision

- 7.4.1 The Contractor shall be solely responsible for supervision of the work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the Owner/County and its representatives in every possible way.
- 7.4.2 At all times, the Contractor shall have as his agent on the work a competent, English speaking superintendent and any necessary English speaking assistants capable of reading and thoroughly understanding the scope of work and field directives, with full authority to execute the directions of the Owner/County without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. The superintendent shall represent the Contractor. All directions given to the superintendent shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.
- 7.4.2.1 The Owner/County may request the removal of the superintendent for cause, and the Contractor shall remove the superintendent for such cause.
- 7.4.2.2 The superintendent also shall not be removed from the work without the prior written consent of the Owner/County. If, in the opinion of the Owner/County, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the Owner/County; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the work.
- 7.4.3 The Contractor shall maintain a local telephone at which a competent, English-speaking representative can be reached at all times, 7 days a week, 24 hours a day. This authorized representative shall have the capability of responding with positive corrective action to emergency calls from local officials (Sheriff's Office, State Police and Department of Public Works personnel).
- 7.4.4 The Contractor shall, at all times, enforce strict discipline and good order among his employees and subcontractors and shall not employ or permit to remain on the work any unfit person. He shall enforce all instructions relative to use of water, heat, power, no smoking, and control and use of fires as required by law or the County/Owner. Employees must not be allowed to loiter on the premises before or after job working hours.

7.4.5 The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provision of local, state, and federal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. All work shall be done in compliance with the Occupational Safety and Health Act and all rules deriving therefrom.

7.4.6 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: all employees and other persons, the public and organizations who may be affected thereby; all the materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designed for removal, relocation or replacement in the course of the work. The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless another person is designated in writing by Contractor to Owner/County.

7.5 No Use of Alcoholic Beverages

The Contractor shall not sell or shall neither permit nor introduce or use alcoholic beverages upon or about the work.

7.6 Employ Competent Persons

7.6.1 The Contractor shall employ competent persons on the work and shall not employ persons or means which may cause strikes, work stoppages or any disturbances by persons employed by the Contractor, any subcontractor, the Owner/County, the engineer or any other contractor. Whenever the Owner/County notifies the Contractor in writing that in his opinion any person or the work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of the contract, such person shall be discharged from the work and shall not again be employed on it, except with the written consent of the County.

7.6.2 When local, state or federal laws require that certain personnel (electricians, plumbers, etc.) be licensed, then all such personnel employed on the work shall be so licensed. At the request of the Owner/County, the Contractor and each subcontractor shall furnish a duly certified copy of his payroll record and also any other information

required to document the Contractor's compliance with the provisions of the law as to the hours of employment and rates of wages. The Contractor shall not carry on his payroll persons not employed by him. The subcontractor's employees shall be carried only on the payrolls of the employing subcontractor.

7.7 Employ Sufficient Labor and Equipment

If in the sole judgement of the Owner/County, the Contractor is not employing sufficient labor, plant, equipment or other means to complete the work within a timely manner, the Owner/County may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Owner/County deems necessary at the Contractor's expense, to enable the work to progress properly.

7.8 Access to Work

The Owner/County, and its officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

7.9 Examination of Work

7.9.1 The Owner/County shall be furnished by the Contractor with every reasonable facility for examination and inspecting the work and for ascertaining that the work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down of portions of finished work by the Contractor.

7.9.2 Examination or inspection of the work shall not relieve the Contractor of any of his obligations to perform and complete the work as required by the Contract.

7.10 Defective Work, Etc.

7.10.1 Until final acceptance and during the applicable guarantee period thereafter, the Contractor shall promptly, without charge, repair, correct or replace work, equipment, materials, apparatus or parts thereof which are defective, damaged or unsuitable or which in any way fail to comply with or be in strict accordance with the provisions and requirements of the contract or applicable guarantee and shall pay to the Owner/County all resulting costs, expenses, losses or damages suffered by the Owner/County.

- 7.10.2 If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the work, or selected for the same, is rejected by the Owner/County as unsuitable or not in conformity with the contract documents or field directives, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the work and shall at his own cost and expenses make good and replace the same and any material furnished by the Owner/County which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

7.11 Protection of Work, Property and Structures

- 7.11.1 The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner/County's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Owner/County. He shall adequately protect adjacent property as provided by law and the contract documents.
- 7.11.2 The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post suitable railings, barricades, detour signs, danger signal or danger signs, warning fence, etc., warning against the hazards created, open trenches, materials or supplies after delivery, and shall provide watchmen on the work by day or night, all as necessary for the public safety, and for the prevention of accidents. These precautions shall comply with the provision of all applicable safety regulations and/or as directed by the Owner/County.
- 7.11.3 In any emergency affecting the safety of life, or of the work, or of the adjoining property, the Contractor, without special instruction or authorization is hereby permitted to act, at his discretion, to prevent such threatened loss or injury.
- 7.11.4 The Contractor must keep the job site free from accumulation of waste material or rubbish caused by his operations, beyond the designated work areas. The Contractor shall also provide controls for blown litter in and around all temporary debris management sites by at a minimum daily patrolling and use of litter control fencing if deemed necessary by the Owner/County.

- 7.11.5 The Contractor shall store equipment, material, fuels, explosives, etc. in a manner and in locations complying with any and all safety regulations as noted within the scope of work.
- 7.11.6 The Contractor shall, at his own expense, sustain in their place and protect from direct or indirect injury all equipment, pipes, poles, tracks, walls, buildings and other structures or property in the vicinity of his work, whether above or below the ground, within buildings or structures, or that may appear in the trench. He shall at all times have sufficient quantity of timber and plank, chains, ropes, etc. on-site and shall use them as necessary for sheeting his excavation and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened, or weakened. The Contractor shall take all risks attending the presence or proximity of pipes, poles, tracks, walls, buildings, and other structures and property, of every kind and description in or over his trenches or in the vicinity of his work, whether above or below the surface of the ground or within buildings or structures. He shall be responsible for all damages and assume all expenses for direct or indirect injury caused by his work, to any of them or to any person or property by reason of injury to them.
- 7.11.7 The Contractor shall note that a portion of the project will occur in residential areas. The Contractor shall exercise due care to avoid damages to trees, shrubs, landscaping and general property. The Contractor shall repair any damages caused by the Contractor in a timely manner at no expense to the County. The debris work area shall be left clear of debris and clean as is reasonably and practical under the conditions of this contract.
- 7.11.8 The Contractor shall be responsible for any damage to private or public property that results from the debris clearing, removal and disposal activities. Repair of damaged areas shall be performed immediately. The affected area shall be restored to its original condition or better. Replacement trees, shrubs and plants shall be provided with a one year guarantee on the survival of the plant. Damaged tree limbs shall be repaired immediately by a state licensed arborist.

7.12 Correction of Work Before Final Payment

- 7.12.1 The Contractor shall promptly remove from the premises, all materials condemned by the Owner/County as failing to conform to the contract or field directives, whether incorporated in the work or not. The Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Owner/County and shall bear the expense of making good all work

of other Contractors destroyed or damaged by such removal or replacement.

7.12.2 If the Contractor does not remove such condemned materials within a reasonable time, then upon written notice from the Owner/County, the Owner/County may remove and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten (10) days' time thereafter, the Owner/County may sell the condemned materials and return the net proceeds therefore, after deducting all the costs and expenses that should have been borne by the Contractor. In the event the proceeds of sale are not sufficient to reimburse the Owner/County its costs and expenses, any underpayment shall be deducted from payments then or thereafter due to the Contractor.

7.13 Correction of Work After Final Payment (Temporary Debris Management Sites)

Neither the final certificate of payment nor any provisions in the contract documents shall relieve the Contractor of responsibility for faulty materials and workmanship. Unless otherwise specified, he shall remedy any defects and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of conditional acceptance to the Contractor for work included in the contract or as amended by change order, if any, executed prior to final inspection. The Owner/County shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Owner/County, subject to review by the Owner/County.

7.14 Owner/County's Right to do Work

If the Contractor should neglect, to prosecute the work properly or fail to perform any provision of this contract or field directive, the Owner/County may, after three (3) days' written notice to the Contractor without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

7.15 Owner/County's Right to Terminate Contract

7.15.1 If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply properly skilled workmen or proper materials, or if he should fail to make payment to subcontractors, or for materials and labor, or

persistently disregard laws, ordinances or the instruction of the Owner/County, upon proof that sufficient cause exists to satisfy such action may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method may be deemed expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the work including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner/County. The expense incurred by the Owner/County as herein provided and the damage incurred through the Contractor's default, shall be itemized by the Owner/County and a certified copy supplied to the Contractor

7.15.2 Owner/County may, for his convenience, terminate the Contract in whole or in part at any time by written or telegraphic notice, specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination, Contractor shall to the extent directed by Owner/County immediately, but not later than three (3) days, after receipt of such notice.

7.15.2.1 Stop work under this contract.

7.15.2.2 Place no further order or subcontract for materials or services, except as necessary for completion of work not terminated.

7.15.2.3 Terminate all subcontracts to the extent that they relate to work terminated by Owner/County.

7.15.2.4 Assign to Owner/County in the manner, at the time and to the extent directed by Owner/County, all of the right, title and interest of Contractor under the subcontracts terminated.

7.15.2.5 Settle all outstanding liabilities and all claims arising out of termination of Contract, provided the amounts of such settlements are first approved in writing by Owner/County.

7.15.2.6 Take any action to protect property in Contractor's possession in which Owner/County has or may acquire an interest.

7.15.2.7 Complete performance of work not terminated.

7.15.2.8 Do such other things as are directed by Owner/County. Owner/County shall pay to Contractor reasonable costs of settlement, consistent with Contractor's duties hereunder, provided that total payments under this clause shall not exceed the total contract price, and provided further that Contractor shall submit his claims for payment to Owner/County within sixty (60) days from the date of receipt of the notice of termination.

7.15.2.9 All costs, expenses, losses, damages, attorney's fees and any and all other charges incurred by the Owner/County shall be charged against the Contractor and deducted and/or paid by the Owner/County out of any monies due or payable or to become due or payable under the contract to the Contractor; in computing the amounts chargeable to the Contractor, the Owner/County shall not be held to a basis of the lowest prices for which the completion of the work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorneys' fees and other charges together with all payments therefore made to or for the account of the Contractor are less than the sum which would have been payable under the contract if he work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference, and, in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner/County.

7.16 Contractor's Right to Stop Work or Terminate Contract

If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration or a national emergency making materials unavailable, through no act or fault of the Contractor or subcontractor or their agents or employees or any other persons performing any of the work should be stopped for a period of thirty (30) days by the Contractor because either

County has not issued a certificate for payment as provided, then the Contractor may, upon seven (7) days' written notice to the County terminate the Contract and recover from the County, payment for all work executed and for any proven loss sustained upon any materials, equipment and machinery, including reasonable profit and damages.

8. PAYMENT

8.1 Unit Price Contract Work

8.1.1 Unit prices, where directed, shall be paid for by measurements of all quantities of work and material, by the Owner/County. Only the actual quantities placed or work performed will be allowed in the measurement. Payment will be made only after a satisfactory reconciliation of both the contractor's and Owner/County's monitoring reports and inspection reports.

8.1.2 Where unit price contract are directed, following the completion of the work and before final payment is made therefore, the Owner/County shall make final measurements to determine the quantities of various items of work performed as the basis for final settlement. The contractor, in case of unit price items, will be paid for the actual amount of work performed and for the actual amount of materials in place, in accordance with the contract documents and field directives. All work contemplated under the contract, shall be measured by the Owner/County according to the standards of weights and measures recognized by the National Bureau of Standards.

8.1.3 Materials specified for measurement by tallying of vehicles having predetermined carrying capacity, shall be hauled only in approved units, struck off at the top of the carrying unit or to permanent lines at the loading point and tallied at the point of delivery,. Each hauling unit shall be marked clearly with a County approved placard identifying the approved capacity. Measurement of truck load percentages shall mutually be agreed to between the inspector and contractor.

8.2 Monthly Estimates

8.2.1 At least fifteen (15) days before each monthly estimate falls due, the Contractor shall submit to the Owner/County an itemized monthly estimate, supported by the data specified herein, and any other documentation of the Contractor's right to payment as the Owner/County, may require.

8.2.2 Monthly estimates shall not contain any allowance for materials delivered and stored upon the site of the work, but not yet incorporated therein, and the Contractor shall not be entitled to

receive any payment therefore, except where specifically permitted by the Owner/County.

- 8.2.3 The Contractor warrants and guarantees that title to all work, materials and equipment covered by monthly estimates, whether incorporated in the project or not, will pass to the Owner/County upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances.
- 8.2.4 The County shall retain ten (10) percent of the amount due the Contractor.
- 8.2.5 Upon completion of the work, and the Owner/County's issuance of conditional acceptance of temporary debris management site restoration, the Contractor shall make a written final estimate, based upon the Owner/County's measurement of the whole amount of authorized work done by the Contractor, and the value thereof under the terms of the contract, and shall certify to the Owner/County, the completion of the work and the amount of the final estimate. All monthly estimates are subject to correction in the final estimate. The Owner/County, measurements upon which the final estimate is based, shall be final and conclusive. The estimate shall be submitted to the County, for confirmation that the work for which payment is claimed, has been performed.
- 8.2.6 Within sixty (60) days after the approval of the final estimates, the County will pay to the Contractor, the amount remaining after deducting from the total amount of the final estimate, all such sums as have heretofore been paid to the Contractor under the provisions of the contract, and also such amounts as the County has or may be authorized by these specifications or under the contract to reserve or retain.
- 8.2.7 The final payment shall not become due until the Contractor submits to the Owner/County, (1) an Affidavit that all payrolls, bills for materials, subcontractors, and equipment, and other indebtedness connected with the work for which the Owner/County or his property might in any way be responsible, have been paid or otherwise satisfied; (2) a maintenance bond in the amount of 10 percent of the value of all work associated with the restoration of the temporary debris management site(s) and (3) as herein described other data establishing payment, such as receipts.
- 8.2.8 The making of the final payment shall constitute a waiver of all claims by the Owner/County except those arising from:
 - 8.2.8.1 Unsettled liens

- 8.2.8.2 Faulty or defective work appearing after final acceptance;
- 8.2.8.3 Failure of the work to comply with the requirements of the contract documents; or
- 8.2.8.4 Terms of any special guarantees required by the contract documents.
- 8.2.8.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and unsettled.

8.3 Payments withheld

- 8.3.1 The Owner/County may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect the Owner/County from loss on account of:
 - 8.3.1.1 Defective work not remedied
 - 8.3.1.2 Claims filed or reasonable evidence indicating probable filing of claims,
 - 8.3.1.3 Failure of the Contractor to make payments properly to subcontractors or for material or labor,
 - 8.3.1.4 A reasonable doubt that the Contract can be completed for the balance then unpaid,
 - 8.3.1.5 Damage to another Contractor,
 - 8.3.1.6 Responsible indication that the work will not be completed within the Contract time,
 - 8.3.1.7 Unsatisfactory prosecution of the work by the Contractor, or
 - 8.3.1.8 Improper storage of materials and equipment.
 - 8.3.1.9 When the above grounds are removed, payment shall be made for amounts withheld because of them.

8.4 Final Payment

- 8.4.1 Prior to commencement of twelve (12) month maintenance period for temporary debris management site restoration, the Owner/County will pay the Contractor, all sums reserved or retained, less such amounts as it may be empowered under

supervision of the Contract permanently to retain on the condition the following is provided:

8.4.1.1 The Contractor shall furnish the Owner/County with satisfactory evidence, before or within ten (10) days after the final completion and conditional acceptance of all work associated with the temporary debris management site(s) restoration that all person, partnerships and corporations who have done work or furnished materials under the Contract, or in or about the work contracted for and who have given written notice to the Owner/County of claims against the Contractor on account thereof, have been fully paid or secured. In the event such evidence is not furnished by the Contractor, such amount as may be deemed necessary by the Owner/County, out of any money due the Contractor under the contract, until such claims shall have been fully discharged or such notice withdrawn. The Owner/County may also with the written consent of the Contractor, use any money retained, due or to become due under the Contract for the purpose of paying for both labor and material for the work, for which claims have not been filed with the Owner/County.

8.4.1.2 At any time after the approval of the final estimate, and conditional acceptance has been issued by the Owner/County, the Contractor shall furnish a maintenance bond in favor of the Owner/County, in the amount of ten (10) percent of the value of all work associated with the restoration of the temporary debris management site(s). Such bond shall be in a form and with a surety approved by the Owner/County, binding the Contractor as principal and the surety to promptly and properly replace any improper work or materials that may become apparent within a period of twelve (12) months, following the conditional acceptance of the work.

8.4.2 Termination of the Owner/County's Liability

The acceptance by the Contractor of the final payment, made as aforesaid, shall operate as and be a release to the Owner/County and every officer and agent thereof, for all claims by and liabilities to the Contractor and or any other

person, corporation or association for anything done or furnished for or relating to or affecting or affected by the work under this contract.

9. DAMAGES

- 9.1 If either party to the Contract should suffer damages in any manner because of the wrongful act or neglect of the other party or of anyone employed by him, then he shall be reimbursed by the other party for such damage.
- 9.2 Claims under this clause shall be made in writing to the party liable within a reasonable time at the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement.
- 9.3 Should the Contractor cause damage to any separate Contractor on the work, the Contractor agrees, upon due notice to settle with such Contractor by agreement. The Contractor shall pay or satisfy such decision.

10. WAIVER OF LIENS

- 9.1 If at any time any notices of lien are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the County/Owner shall have the right to retain from any monies payable hereunder an amount which, in its sole judgement, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.
- 9.2 Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver the Owner/County, a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and material for the work, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner/County, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund the Owner/County all monies that the latter may be compelled to pay in discharging such a lien, including all cost and reasonable attorney's fee.

10. TAXES

The Contractor's fee includes, and the Contractor shall be solely responsible for paying, any and all taxes, excises, duties and assessments (taxes) arising out of the

Contractor's performance of the work in any manner levied, assessed or imposed by any government or agency having jurisdiction.

11. CLAIMS AGAINST CONTRACTOR

If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner/County may retain from any monies which would otherwise be payable hereunder so much thereof as, in its sole judgement, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

12. APPLICATION OF MONIES RETAINED

The Owner/County may apply any monies retained hereunder to reimburse itself for any and all costs, expenses, losses, damage and damages, liabilities, suits, judgements and awards incurred, suffered or sustained by the Owner/County and chargeable to the Contractor hereunder or as determined hereunder.

13. NO WAIVER

Neither the inspection by the Owner/County nor any order, measurement, approval, determination, decision or certificate by the Owner/County, nor any order by the Owner/county for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the work by the Owner/County, nor any extension of time, nor any other act or omission of the Owner/County or of the Construction Manager shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power or right of or herein reserved to the Owner/County, nor of any right to damages for breach of contract. Any and all rights and/or remedies provided for in the contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner/County shall be entitled as of right to a writ of injunction against any breach or threatened breach of the contract by the Contractor, by his subcontractors or by any other person or persons.

14. LIABILITY OF OWNER/COUNTY

No person, firm or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner/County or any agent of the Owner/County and neither the Owner/County nor any agent of the Owner/County shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate and shall be a full and complete release of the Owner/County and of every agent of the

Owner/County of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the work or for or on account of any act or neglect of the Owner/County or of any agent of the Owner/County or of any other reason, arising out of, relating to or by reason of the work except the claim against the Owner/County for the unpaid balance, if any there be, of the amounts retained as herein provided.

15. GUARANTEE

The Contractor guarantees that the work and services associated with the temporary debris management site restoration, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the contract documents and field directives, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the contract shall be fulfilled. This guarantee shall be for a period of one year from and after date of conditional acceptance. The Contractor shall replace with proper workmanship and materials and re-execute, correct or repair without cost to the Owner/County, any work which may be found to be improper or unsatisfactory. No use or acceptance by the Owner/County of the work or any part thereof, or any failure to use same, nor any repairs, adjustments, replacements, or corrections made by the Owner/County due to the Contractor's failure to comply with any of his obligations under the contract documents shall impair, in any way, the guarantee obligation, assumed by the Contractor under these contract documents. Should the Contractor fail to make needed repairs and replacements promptly during the guarantee period, the Owner/County shall be empowered to make any repairs or replacements and the cost of required repairs or replacements shall be the financial responsibility of the Contractor.

16. COOPERATION BETWEEN CONTRACTORS

- 16.1 The Owner/County reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.
- 16.2 If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Owner/County, any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report, shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to the defects which may develop in the other Contractor's work after the execution of his work.

17. SUBCONTRACTORS

- 17.1 The Contractor shall, as soon as practicable and before the execution of the Contract, notify the Owner/County in writing, of the names of subcontractors proposed for the principal parts of the work and for such others as the Owner/County may direct, and shall not employ any that the Owner/County may object to as incompetent or unfit. The Contractor shall certify that subcontractors have similar and relevant experience and are familiar with the conditions under which the work is to be performed.
- 17.2 The Contractor agrees that he is as fully responsible to the Owner/County for he acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for eh acts and omissions of persons directly employed by him. The Contractor shall have an authorized representative on-site at all times when work is being performed by a subcontractor. The authorized representative shall be either a superintendent or foreman who has the responsibility to direct the work of the subcontractor and has the responsibility to respond to inquiries, questions, corrective action requests and other information provided by the Owner/County.
- 17.3 Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner/County.
- 17.4 The work of subcontractors shall conform to the provisions of these contract documents and field directives.
- 17.5 Notwithstanding any other provision of these contract documents to the contrary, the Owner/County is under no duty or obligation whatsoever to any subcontractor, laborer or other party to ensure that payments due and owed by the Contractor to any of them are or will be made. Such parties shall rely on the Contractor's surety bonds for remedy of nonpayment by the Contractor.

18. TEMPORARY SERVICES

The Contractor shall furnish and install all necessary facilities to provide himself and Owner/County's personnel at the temporary debris management sites with temporary utilities. The Contractor shall be responsible for charges for all temporary power, water and other utilities, and the services used by him during the course of the work. The Contractor shall provide and maintain suitable sanitary toilet facilities for the site, to be placed where directed. At the conclusion of the work, these facilities shall be removed by the Contractor, and the site left clean to its preconstruction condition. The Contractor will be responsible for providing all transformers, meters, panels, poles, etc. or generators to accommodate his temporary power requirements.

19. MATERIALS

19.1 Material to be furnished by the Contractor:

19.1.1 The Contractor shall do all the work and provide all labor, tools, tackle, apparatus, machinery, equipment, transportation, pumping, insurance (both compensation and public liability) and materials, except as otherwise provided for, necessary to complete the work in all its parts, as shown or called for in, or as may be reasonably implied from, the contract documents and field directives.

19.1.2 Within fifteen (15) days after the contract is awarded, the Contractor shall be required to furnish a complete statement of the origin, composition and manufacture of any or all materials and equipment to be use in the work, together with samples, as designated by the Owner/County, which samples may be subjected to the test provided for in these specification, to determine their qualities and fitness for the work. All materials must be approved by the Owner/County, in writing, before their delivery to the job site.

19.2 Source of Supply and Quality of Materials

19.2.1 The source of supply of each of the materials shall be approved in writing by the Owner/County, before the delivery is started. Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor or producer, said samples being taken under the observation of the Owner/County for examination, and tested in accordance with the methods referred to herein. Only materials conforming to the requirements of these specifications and approved by the Owner/County, shall be used in the work. No materials which, after approval, have in any way become unfit for use shall be used.

19.2.2 Tests of all materials specified, will be made in accordance with the latest official approved methods effective as of the contract described in herein for the specified materials. When A.S.T.M., A.A.S.H.T.O., A.S.A., A.W.W.A., or federal specification standard specifications and serial numbers are stipulated, the reference shall be construed to be the latest effective specification. If material previously certified is subsequently declared substandard or unfit for the intended use by the certifying agency, the Director may declare the unused materials unsatisfactory or unfit for use under the contract.

19.2.3 The Contractor shall furnish every facility for the verification of all scales, measures and other devices which he operates.

ATTACHMENT A
RFP No. 16-178
EMERGENCY RESPONSE, DEBRIS MANAGEMENT, AND MARINE CLEAN-UP
SERVICES

SCOPE OF SERVICES

1. BACKGROUND

Harford County, Maryland seeks experienced Contractors who can remove, process, transport and dispose or recycle large quantities of debris in the event of a disaster. Contractors must have the necessary equipment and personnel, or be able to assemble necessary equipment and personnel, to remove approximately 730,000 cubic yards or more of debris (see Table 1) in a timely and cost-effective manner within 26 days after beginning the work. The County has a debris management plan and debris removal will follow the plan's process.

2. INTENT

The intent of this solicitation is that contracts will be issued to offerors who successfully prove they are capable of managing large quantities of debris resulting from natural or man-made disasters. The 730,000 cubic yard debris estimate is based on the possible effects of a Category 2 hurricane, with winds ranging from 96mph to 110mph (see Table 1). Removal, processing and transport of debris resulting from other disasters such as, but not limited to, ice storms, tornadoes, flooding and severe thunderstorms are included as part of this scope of services.

The schedule for removal of debris volumes less than 730,000 cubic yards resulting from these types of storms or other disaster events will be shorter than 26 days and based upon estimated amounts of debris to be removed.

Contracts awarded under this Request for Proposal are contingent upon the need for such debris removal services and will be activated only as needed. No compensation will be made to any Contractor unless the County issues a Notice to Proceed to the Contractor in anticipation of a disaster or immediately following the disaster.

Contractors must have the capability of managing a large work force. Contractors must also have established management teams capable of providing necessary equipment and workers; debris removal and volume reduction plans; and, experience in disaster recovery projects.

Contractors receiving awards of contract under this Request for Proposal must inform the County of any significant changes in their business during the contract's term, including dissolution of the business and changes in the purpose of the business. The County will issue a letter annually on or about the contract's

anniversary date to each successful Contractor requiring the Contractor to provide such information.

Payment or performance bonds will be required in contracts arising from this Request for Proposal only when tasks for work are issued. The County requires the proposed Contractor to provide a signed Letter of Commitment from their surety company meeting the requirements delineated above, with their proposal in the form and containing the required terms and conditions as set forth herein. The Letter of Commitment shall exhibit clearly the proposed Contractor's ability to obtain, and upon a valid Notice to Proceed, the surety's obligation to provide, a surety payment and performance bond for the project for an amount up to \$50,000,000.

The County has entered into a Memorandum of Understanding with local municipalities regarding debris removal. These municipalities will be eligible to use the debris removal contracts resulting from this solicitation but must issue their own purchase orders or otherwise make arrangements to pay the Contractors directly.

3. DESCRIPTION OF SERVICES

- 3.1 Remove vegetative debris from County streets and roads, and other public right-of-way and/or public property. Contractors will make multiple, scheduled passes along the streets and roads and other public-rights-of-way and/or public property as designated by the Debris Manager. Contractors will not haul vegetative debris from private property unless specifically directed by the Debris Manager. Schedules will be provided to Contractors in advance of this work. Contractors will haul the vegetative debris to a Debris Management Site, or to an area specifically designated for vegetative debris processing, as determined by the Debris Manager. If vegetative debris is taken to a Debris Management Site, the material will be isolated from other debris by unloading the vegetative material in designated areas at the Debris Management Site. Vegetative debris will be recycled to the maximum practical extent. However, dependent upon the amount of vegetative debris caused by the disaster, the County may allow air curtain burning in addition to chipping and grinding the vegetative debris. The Debris Manager may direct the Contractor to dispose of vegetative debris if quantities are so large it is not practical to recycle or burn.
- 3.2 Remove mixed or separated debris (the County, as much as is practical will advise residents to separate materials into vegetative debris; White Goods; household items; construction and demolition material; and, putrescible waste), including, but not limited to, White Goods; household items, such as furniture and home furnishings; construction and demolition material, such as concrete, wood, asphalt and wallboard; street signs, traffic control signs and traffic lights from public rights-of-way or public property to a Debris Management Site. This material will be recycled to the maximum practical extent. Therefore, the Contractor will separate construction and demolition material from mixed debris, as well as separate metal products from mixed

debris to the maximum practical extent. Contractors will not haul mixed debris from private property unless specifically directed by the Debris Manager.

- 3.3 Isolate Household Hazardous Waste from all other types of waste and debris, and place Household Hazardous Waste at the curb or road shoulder.
- 3.4 Provide equipment as necessary, and in sufficient quantities for debris removal, transportation, processing and disposal operations.
- 3.5 Provide labor, services, supplies and materials as necessary to perform the assigned debris removal tasks.
- 3.6 Construct and operate Debris Management Sites, identified by the County and as directed by the Debris Manager. These sites may include areas used for initial debris staging and separation; sites used to process debris; and sites used for processed debris. Contractors will be responsible for using the sites properly with respect to environmental and safety considerations, such as establishing measures to prevent spills and leaks of petroleum products; mitigating dust and noise at the sites; placing a site foreman at each site; constructing observation towers; and, constructing containment areas at the sites for temporary storage of Household Hazardous Wastes that are mixed with debris or other similar materials, and constructing lined pits to retain ash if incineration is authorized.
- 3.7 Transport material from the Debris Management Sites to an approved landfill or other sites designated by the Debris Manager.
- 3.8 Develop site safety plans for the work.
- 3.9 Provide traffic control during debris loading operations at public rights-of-way, public property and Debris Management Sites.
- 3.10 Chip vegetative debris at locations that are inaccessible to debris removal equipment and haul the wood chips to a temporary or permanent storage site as directed by the Debris Manager.
- 3.11 Conduct recycling programs according to the type of debris.
- 3.12 Transport reduced vegetative debris to a permanent storage site as directed by the Debris Manager.
- 3.13 Transport and dispose non-recyclable debris from public rights-of-way, public property or Debris Management Site.
- 3.14 Provide assistance to the County in removing dead animal carcasses and/or putrescible waste, as the County requests. The County currently has a contract for pickup and removal of dead deer carcasses. The services under

the contract awarded pursuant to this Request for Proposal, will include the removal of all other dead animal carcasses and dead deer carcasses if needed.

- 3.15 The Debris Manager will direct debris management operations. The Contractors' Operations Manager will coordinate work locations and assignments of all the Contractor's crews daily with the Debris Manager or his/her designee. The Debris Manager will monitor Contractor operations via direct contact with the Contractor's Operations Manager, written reports provided by the Contractor and communications from County staff.
- 3.16 Loading Site Monitors will initiate load tickets indicating that the debris being loaded and transported is eligible according to FEMA's Public Assistance Program guidelines. Debris Management Site Monitors will estimate the quantity of material transported to processing or disposal sites. Debris Management Site Monitors will record the estimated material quantity on load tickets, with copies of the ticket given to the Contractor's truck driver.
- 3.17 Contractors must designate a site foreman at each Debris Management Site where Contractors are transporting debris material.
- 3.18 Burning will not be permitted unless so directed by the Owner/County in writing.

4. ASSIGNMENT OF TASKS

Should work be needed under this Contract, the County will issue a Notice to Proceed to the Primary Contractor. If the Primary Contractor advised the County within ten (10) calendar days that it is unable to complete the entire work within the requested time frame, the County will issue a Notice to Proceed to the secondary Contractor for the balance of the work. As it is in the best interest of the County, the County reserves the right to issue Notice to Proceeds to any or all contractors simultaneously, in order to remove debris from certain areas in an effective and expeditious manner.

5. QUALIFICATIONS

The successful offeror must have at least a three (3) year history of operations as a vendor/processor for managing debris; adequate financial resources to continue such operations; and, ability to secure necessary personnel and equipment to meet the scope of services and contractor requirements.

6. CONTRACTOR RESPONSIBILITY

Contractor responsibilities include, but are not limited to:

6.1 General Responsibilities

- 6.1.1 Provide an organizational chart of the Contractor's operational staff, as well as cell phone numbers and email addresses for key Contractor staff.
- 6.1.2 Assign and provide an Operations Manager to serve as principal liaison between the Contractor and the Debris Manager. The Operations Manager must be knowledgeable about all facets of the Contractor's work under the contract.
- 6.1.3 Begin mobilization immediately upon receiving a written Notice to Proceed or oral order. If an oral order is given, the County will follow up with a written Notice to Proceed.
- 6.1.4 Assure at least 25% mobilization within 36 hours after issuance of Notice to Proceed or oral order and 100% mobilization within one week of the Notice to Proceed or oral order.
- 6.1.5 Begin work under the task with 48 hours of issuance.
- 6.1.6 Obtain all necessary permits to complete the work under each written task order and hold any necessary licenses required by the County.
- 6.1.7 Correct and notices of violation issued to the Contractor during the performance of work under this contract.
- 6.1.8 Perform all work under this contract in a safe and clean manner.
- 6.1.9 Control vehicular and pedestrian traffic in all assigned work areas.
- 6.1.10 Have a health and safety plan in place before beginning work under a task.
- 6.1.11 Assure that each crew supervisor speaks English fluently.
- 6.1.12 Provide all necessary labor, equipment and equipment operators to remove debris from designated sites, rights of ways, designated roads and other locations within the County as designated by the Debris Manager.
- 6.1.13 Provide all necessary labor, equipment, and equipment operators to process vegetative debris. The Debris Manager will determine the best course to process the vegetative debris, with options including chipping, mulching, air curtain incineration or disposal.
- 6.1.14 Provide all labor and materials, such as fuel, oil and grease and perform preventive maintenance and equipment repair to manage the operation of all equipment under the contract. The Contractor must use qualified labor for such repairs and maintenance.

6.1.15 Contact the Debris Manager or his/her designee, at least 24 hours in advance, before relocating any equipment or labor force once operations have begun under the contract. The Contractor must complete all debris removal operations begun in the area from which the Contractor proposes to leave before relocating equipment and labor force, unless otherwise authorized by the Debris Manager.

6.2 Debris Management

6.2.1 Construct Debris Management Sites, at locations designated by the Debris Manager. The Contractor must take several photographs of the site before construction begins and provide copies of the photographs to the County.

6.2.2 Clear debris from public rights-of-way and other public property. Work shall consist of at least three (3) passes to collect brush, limbs, mixed debris, White Goods, household items, such as furniture and home furnishings and construction and demolition materials set out by residents for collection.

6.2.3 Cutting of partially uprooted or split trees within the right-of-ways

6.2.4 Removal of dangerous hanging limbs from right-of-ways

6.2.5 Load and haul debris to the designated Debris Management Sites

6.2.6 Manage the Debris Management Sites.

6.2.7 Recycle as much vegetative debris as possible, unless otherwise directed by the Debris Manager.

6.2.8 Haul processed vegetative debris and other vegetative debris to authorized facilities.

6.2.9 Provide traffic control during debris loading operations.

6.2.10 Coordinate work with the Debris Manager on a daily basis.

6.2.11 Assume possession of all processed debris.

6.2.12 Assume responsibility for ultimate disposition of all processed and non-processed material (except for Household Hazardous Waste) at the Debris Management Sites, unless directed otherwise by the Debris Manager.

6.2.13 Remove, or arrange for removal, all processed and non-processed debris at the Debris Management Sites.

6.2.14 Store chipped or mulched vegetative material in piles, 15 feet high or less, or as authorized by the county Fire Marshal.

6.3 Marine Services

6.3.1 Marine Based Removal

6.3.1.1 The Contractor shall remove sunken vessels directed by the County. Sunken vessels shall only be removed if they pose a threat to human health or safety, the environment, or are obstructing navigable waterways. The Contractor shall follow procedures contained in the Debris Management Plan when removing vessels. Harford County will take the lead in these procedures and will coordinate with the Contractor. All sunken vessel removal operations for vessels which are leaking fuel and/or oil into the environment shall be performed in strict adherence to the direction of the Maryland Department of the Environment. Vessels which are removed shall be transported and stored within a designated storage yard to be constructed by the Contractor.

6.3.1.2 As no two salvage operations are the same, prior to mobilization, the Contractor shall determine the best approach method for recovery or removal of vessels in a marine environment. The Contractor shall perform an on-site evaluation and submit a plan of action to the County for review and approval.

6.3.2 Land Based Removal

6.3.2.1 Vessels which are removed shall be transported and stored within a designated storage yard to be constructed by the Contractor.

6.3.2.2 Contractor shall perform an on-site evaluation and submit a plan of action to the County for review and approval.

6.3.3 Removal of Stranded Vessels on Land

6.3.3.1 The Contractor shall remove all stranded vessels on land as directed by the Owner/County. Stranded vessels on land shall only be removed if directed by the County and if they pose a threat to human health or safety, the environment, or are obstructing public right of ways or other publicly used areas. Harford County will take the lead in the procedures and will coordinate with the Contractor.

- 6.3.3.2 The Contractor and his subcontractors shall have their recovery equipment and tow vehicles prepared to mobilize upon the first notification to recover vessels. Identified vessels shall be removed within 72 hours of notification. Prior to moving all fluids shall be drained into local, state and federally approved containers. Batteries shall be disconnected.
- 6.3.3.3 The Contractor shall provide all labor, equipment, tow vehicles, and trailers for the safe loading, transport, and unloading of stranded vessels on land to a storage yard.

6.3.4 Construction, Maintenance, and Restoration of Temporary Boat Yards

- 6.3.4.1 Contractor shall supply and transport all necessary supplies, equipment, materials, and personnel to the sites, and build out the improvements to the site required for operations.
- 6.3.4.2 The Contractor shall construct and equip temporary boat storage yards, which shall be located at one or more of the temporary debris management sites, if directed by the Debris Manager. The County will designate sites available for use. Each site shall be equipped with a 15 foot high perimeter lighting at 300 foot intervals, six foot chain link temporary fencing with 3 strands of barbed wire, two 14 foot double swing gates and gravel for all access ways into and out of the storage yard.
- 6.3.4.3 Contractor is responsible for the security of each site on a continuous basis and shall provide at least one security guard at the site at all times after the site has been closed at the end of each working day.
- 6.3.4.4 Each vessel shall be stored with sufficient room to remove or inspect by either the Owner/County or other regulatory agencies.
- 6.3.4.5 Each site shall be equipped with a receiving area staffed by both a County monitor and one of the Contractor's representatives in order to record the receipt of each vessel and maintain accurate records. As the vessel is accepted at the receiving area, it shall be logged with a record of the vessel recovery location, description, registration number, extent and type of damage, and its location on the lot by row number and column letter. The Contractor shall assign a unique identifying number to each vessel which shall be included in markings or stickers affixed to the topside bow,

stern, and/or deck of the vessel under observation by the County. If the Contractor tags the vessel with a barcode, the tag shall be scanned and printed. The Contractor shall maintain a computerized tracking system of each vessel as it is processed through the retrieval process. The receipt document then becomes part of the pay documentation.

6.3.4.6 Vessels shall be stored in locations identifiable by row, column number, letter, and/or by GPS coordinates. Location identifiers shall be keyed to the vessel records in the site's database. Within the sites, vessels shall be transported using a suitably sized and equipped marina type forklift, low bed trailers and/or small boat trailers. Boats shall be segregated by type and size.

6.3.4.7 Owner/County will work with the Maryland Department of Natural Resources using the procedures described in the Debris Management Plan to attempt to identify the vessel's owner and arrange for pick up. If no owner is identified or any owner fails to claim the vessel, the County will direct the Contractor to dispose of the vessel.

6.3.4.8 All sites shall be restored in accordance with site restoration requirements.

6.3.5 River and Canal Debris Removal

6.3.5.1 The Contractor shall provide all management, tools, supplies, equipment, labor, and applicable licenses and permits necessary to conduct marine debris removal and disposal services.

6.3.5.2 Marine debris shall be removed, handled, transported, and disposed of in accordance with OSHA, and all applicable federal, state and local laws, codes, regulation and procedures.

6.3.5.3 For areas designated by the County, the work shall consist of removing all wet debris from the water surface down to the sediment bottom from within the waters and lands of the State/County/City, transferring the debris to land based trucks and hauling temporary debris storage sites.

6.4 Emergency Worker Base Camp Support Services

6.4.1 In the event of a disaster, the need may arise for certain support services to the employees and their family members of Harford County Government who are performing force account work related to

the disaster clean-up efforts. In extreme situations, and in order to provide adequate staffing of force account resources, the establishment of small camps may become necessary. These services may include kitchen/food service for daily meals, restroom facilities, living quarters (billeting), administrative offices, medical clinics, mobile showers, mobile laundry facilities and lighting. These camps will be located at one or more of the designated temporary debris management sites which are not being used for debris operations.

6.4.2 If directed by the County, the Contractor shall erect, operate and maintain Emergency Worker Base Camps in accordance with the specifications and footprints as specified for Type I through IV base camps – Attachment 2. There is no footprint available for Type V Mobile; however if requested, Contractor shall present to County for approval footprint and layout.

6.4.3 Base camps are configured to support from 100 to 1,000 emergency workers. Camps shall be operated and staffed by the Contractor 24 hours a day, 7 days per week. Contractors shall provide base camps for their own workforce at locations with prior written approval. Occupancy rates of worker base camps shall not include Contractor's workforce.

6.4.4 Proposers are asked to provide weekly or flat rate pricing for each emergency worker base camp configuration.

6.5 Erosion and Sediment Control

6.5.1 This work shall consist of the application of temporary and permanent measures throughout the life of the temporary debris management sites in order to control erosion and to minimize the siltation of wetlands, rivers, streams, lakes and reservoirs. Such measures shall include, but are not limited to, the use of silt fences, dikes, dams, sediment basins, fiber mats, netting, gravel or crushed stone, mulch, grasses, slope drains and other methods. Erosion and sediment control measures shall comply with all applicable federal, state and local laws and regulations concerning environmental pollution control and abatement.

6.5.2 The erosion and sediment control measures, restoration and stabilization provided by the Contractor shall also be in accordance with the directives provided by the Harford County Public Work, Division of Highways and Water Resources as well as the Harford County Soil Conservation Service and shall be maintained by the Contractor for the duration of same to the satisfaction of the Owner/County.

- 6.5.3 The tracking of mud and dirt onto paved roadways is prohibited. Any mud tracked onto paved roadways shall be immediately removed with hand or mechanical sweepers.

6.6 Management of Other Materials

- 6.6.1 Assist the County in removal of municipal solid waste, as requested by the County.
- 6.6.2 Remove animal carcasses from the public rights-of-way and other public properties separately from other debris and transport the carcasses to locations as directed by the Debris Manager.
- 6.6.3 Remove debris from storm drainage systems, including ditches, catch basins, storm water management ponds and other similar storm water structures, as requested by the Debris Manager.
- 6.6.4 Remove tree limbs and branches greater than two (2) inches in diameter that have not fallen completely to the ground that pose a hazard, as requested by the Debris Manager. The County currently has contract for tree services. The services awarded under this Contract will supplement those contracts as needed.
- 6.6.5 Remove stumps that may pose a hazard, as requested by the Debris Manager. The Debris Manager will coordinate with FEMA to determine the status of all stumps prior to removal by the Contractor.

6.7 Equipment

- 6.7.1 Equipment rates quoted should not be greater than the amount of allowable charges from the FEMA Schedule of Equipment Rates.
- 6.7.2 Provide that all trucks, trailers and on-road equipment are in compliance with all applicable federal, state and County rules and requirements.
- 6.7.3 Assure that trucks and trailers must be capable of unloading debris without the assistance of other equipment.
- 6.7.4 Require that all trucks and trailers be capable of holding debris to be transported without spillage and be able to be filled to capacity.
- 6.7.5 Assign and affix a number to each piece of equipment used under the Contract on each side of the equipment in at least three (3) inch high lettering. The lettering must be easy to read in contrast to the color of the equipment where the identification is affixed.

- 6.7.6 Affix a sign or marker indicating the maximum volume, in cubic yards, of the load bed to each piece of equipment assigned to transport debris.
- 6.7.7 Provide the Debris Manager or his/her designee information about the type of vehicle; make and model; license plate number; equipment number; and maximum measured volume, in cubic yards, of the load bed of each piece of equipment to haul debris. All vehicles used to haul debris will be jointly measured by a Contractor and County representative before such vehicle or trailer is placed into service.
- 6.7.8 Designate that vehicles are for transport of debris under the task issued.
- 6.7.9 Secure debris properly and safely on each vehicle hauling debris. Contractor shall inspect each load before departure to a temporary Debris Management Site or other destination. Debris shall be covered by a tarp or equivalent covering during transport. Debris may not extend beyond the vehicle's bed.
- 6.7.10 Provide a written preventive maintenance procedure to the Debris manager for equipment used under the Contract upon issuance of a task.
- 6.7.11 Provide necessary and qualified personnel to conduct the preventive maintenance schedule for the equipment used under the contract.
- 6.7.12 Side boards on trucks and trailers will not exceed a height of three (3) feet above the metal truck bed or trailer body.
- 6.7.13 Hand loaded trailers are not authorized unless approved by the Debris Manager. Approved hand loaded trailers will have their measured volume reduced by 50% to comply with FEMA guidance.

6.8 Debris Management Site Operations

- 6.8.1 Provide a site foreman at all times of operation. The site foreman will coordinate the work with the County site monitor.
- 6.8.2 Provide a Debris Management Site operations plan that includes, at a minimum: site access; organizational chart; traffic control procedures; site safety plan; site layout drawing; and, environment control procedures.
- 6.8.3 Prepare the site for receipt of debris, including necessary clearing, grading, erosion control, signage, and access road maintenance.

- 6.8.4 Maintain the Debris Management Site in compliance with County, state and federal requirements. The Contractor must immediately correct the causes of any notice of violations at the site. The Contractor will repair any damage to the site.
- 6.8.5 Manage the site so that all necessary operations, including separation of debris, processing vegetative debris, and other relevant activities are routinely performed.
- 6.8.6 Manage the site so that debris hauled by other Contractors is separated and processed in a timely fashion.
- 6.8.7 Construct inspection tower(s) at the site, if the County requests. The floor elevation of the tower must be at such a height that the County monitor can easily view truck beds. The tower will be structurally sound and properly anchored, with a roof, side enclosures at floor elevation, easily accessible steps and will have a handrail.
- 6.8.8 Construct a hazardous waste containment site at each Debris Management Site for any hazardous waste or Household Hazardous Waste picked up while performing debris pick-up. Flooring for the site should be impenetrable, with an absorbent material above the flooring. Contractor must provide a tarp cover for the site and prevent run-off from the site.
- 6.8.9 Establish a White Goods and metal isolation area at each site.
- 6.8.10 Establish a construction and demolition debris isolation area at each site.
- 6.8.11 Assure that drivers maintain a copy of the load ticket provided by the County monitor at the point where debris loaded until the driver provides the load ticket to a County monitor at the assigned Debris Management Site. The County Loading Site Monitor and Debris Management Site Monitor will retain a copy of each load ticket.
- 6.8.12 Retain the necessary copies of the load ticket after the County Debris Management Site monitor records the estimated volume, or records the actual weight, of the debris load delivered to the County designated Debris Management Site. The County Debris Management Site Monitor will retain a copy of the load ticket after the estimated volume or actual weight of the material is listed. The driver will receive copies of the completed ticket.
- 6.8.13 Provide portable toilets and water to the Debris Management Site, as well as any necessary offices or shelters for staff. This may be necessary at other sites where the Contractor is performing work under the Contract.

6.8.14 Perform site closure when all necessary debris management is complete at the site. Closure includes removal of all Contractor equipment, debris, structures provided by the Contractor, and restoring the site to pre-work conditions, as directed by the County.

6.8.15 Close the site in accordance with all applicable County, state and federal requirements.

6.9 Site Safety Plan

6.9.1 Conduct all operations under the Contract in a safe and efficient manner.

6.9.2 Comply with all applicable County, state and federal requirements.

6.9.3 Control vehicular and pedestrian traffic at work sites.

6.9.4 Provide flag persons, signs, equipment and other devices to control vehicular and pedestrian traffic at work sites. Flag persons must have undergone required flag person training prior to work under the Contract.

6.9.5 Contact Miss Utility in the prescribed time before work begins at a work site.

6.9.6 Install proper barricades, signs and warning devices for vehicular and pedestrian traffic control. Closure of or blocking public streets is only permitted with the County or state's permission.

6.9.7 Install barricades, signs and warning devices at work sites when chipping, grinding or mulching.

6.10 Private Property

6.10.1 Must not perform work on private property, unless the County requests the work in writing. The County will provide any necessary right-of-entry agreements for such work.

6.10.2 Must not seek or accept requests from private property owners to perform debris removal or clearing work on private property

6.10.3 Must be responsible for any damage to private property resulting from work done on the property. Disagreements regarding the cause of damage will be negotiated. Reparation of damaged property must occur immediately, with the reparation work equal to or better than the original condition.

6.11 Schedule

- 6.11.1 Begin work under a task within 48 hours of issuance.
- 6.11.2 Work during daylight hours only, seven days a week, unless otherwise directed by the County Debris Manager
- 6.11.3 Complete all site restoration work for Debris Management Sites no later than 30 days after the Debris Manager notifies the Contractor that the last load of debris has been removed.

7 COUNTY RESPONSIBILITY

7.1 General Responsibilities

- 7.1.1 Provide the Contractor with a copy of the County debris management plan.
- 7.1.2 Provide the Contractor with a County organizational chart of the debris management team, with cell phone numbers for each staff identified.
- 7.1.3 Designate a Debris Manager.
- 7.1.4 Issue orders identifying work to be done by the Contractor under the contract.
- 7.1.5 Meet with Contractor daily and as requested.
- 7.1.6 Advise the County's residents, to the most practical extent, to separate waste and debris into these categories: vegetative debris; construction and demolition debris; Household Hazardous Waste; White Goods; and household items.
- 7.1.7 Designate Debris Management Sites for delivery and processing of collected debris.
- 7.1.8 Authorize the use of its employees who are experienced in debris management to assist the Contractor or to work in other areas.
- 7.1.9 Assume responsibility for payment of all disposal fees incurred by the Contractor at all disposal sites designated and authorized by the County. It is not the County's responsibility to perform actual disposal of debris.
- 7.1.10 Choose to record debris load on load tickets by volume or weight, depending upon whether certified truck scales are available.

- 7.1.11 Require daily status reports from the Contractor regarding work performed, work planned for the next week, anticipated completion schedule, number of loads hauled, and other relevant information.
- 7.1.12 Provide right-of-entry agreements onto private property where the County requests the Contractor to perform work.
- 7.1.13 Direct the Contractor to recycle as much debris as practical.
- 7.1.14 Provide payment on a monthly basis within 30 days of the Contractor submission of a proper and acceptable invoice, approved by the County.
- 7.1.15 For each natural or man-made disaster in which the Owner/County elects to have Contractor perform services, a pre-construction meeting will be scheduled by the Owner/County.
- 7.1.16 The Owner/County shall schedule and administer periodic progress meetings, and specially called meetings throughout the progress of the work which must be attended by the Contractor.

8 REPORTS

The Contractor will provide the County, by noon each day of work under the order(s), a written report of the previous day's activities including, but not limited to: Contractor's name; contract number; order number; daily and cumulative hours for each piece of equipment used; daily and cumulative hours for personnel, by job and classification; tonnage of debris handled, as appropriate; weight of debris recycled, as appropriate; volume of debris handled, if certified scales are not available; and, volume of debris recycled, if certified scales are not available.

9. DRILLS

The Contractor may be requested to assist with and participate in planned exercises or drills to ensure appropriate coordination and readiness to respond to an actual incident.

At the Contractor's expense, and at the request of the County, the Contractor shall assist the County with the preparation of and participating in the annual emergency drills. The Contractor shall assign one (1) person, as identified within the Contractor's technical proposal, to provide assistance to the key team members identified in the Harford County Debris Management Plan. The above Contractor's employee shall attend and participate in the one day annual drill at the County Department of Emergency Services Center.

10. TRAINING

Disaster related training and exercises must be included.

ATTACHMENT B
RFP No. 16-178
EMERGENCY RESPONSE, DEBRIS MANAGEMENT AND MARINE CLEAN-UP
SERVICES PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (name of business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

In preparing its bid or proposal on this project, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier's or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid or proposal submitted by the bidder or proposer on this project, and terminate any contract awarded based on the bid or proposal. As part of its bid or proposal, the bidder or proposer herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder or proposer discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder or Proposer agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(Indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification):

F. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or proposal price of the bidder or proposer or contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or proposal is submitted.

G. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

H. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 *et seq.* of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a (Check one) ☐ Maryland (domestic) corporation
☐ foreign (non-Maryland) corporation

registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:
Address:

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

K. TROPICAL HARDWOOD AND TROPICAL HARDWOOD PRODUCTS

Acknowledging §41-19.1 of the Harford County Code, which prohibits the County from making or renewing a contract that requires the use of the tropical hardwoods and tropical hardwood products except in cases where the Director of Procurement determines (1) that there is no acceptable non-tropical hardwood equivalent; or (2) tropical hardwood is required for restoration of a structure designated as historic under federal, state or county law, and requires that any bid or proposal that does not contain this certification be rejected,

I FURTHER AFFIRM THAT:

No tropical hardwoods or tropical hardwood products (Acapu, Afrormosia, Almon, Amaranth, Amazaque, Aningeria Apitong, Blasa, Banak, Bella Rosa, Bengé, Boire, Bubinga, Cativor, Chenchen, Concobolo, Cordia, Ebony, Gaboon, Iroko, Koa, Koto, Red Lauan, White Lauan, Tanguile, Limba, Louro, Africa Mahogany, American Mahogany, Makore, Movingui, African Padauk, Angola Padauk, Peroba, Purpleheart, Ramin, Rosewood, Sapele, Sonora, Teak, Tigerwood, Wenge, or Zebrawood) shall be supplied to the County or used in connection with the Contract, except as specifically approved by the Director of Procurement.

L. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is furnished to the Purchasing Agent and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By _____
(Authorized Representative and Affiant)

Federal Employer Identification Number (FEIN):

DOCUMENTS REFERENCED IN THE RFP

1. Table 1 – Referenced on Page Attachment A-1
2. Attachment 1 – Referenced on Page 15 of RFP
3. Attachment 2 – Referenced on Page Attachment A-10

HARFORD COUNTY, MARYLAND

February 29, 2016

Model Based on 100% of Single Family Homes Impacted

Storm Category	Est. Clean Woody Debris (CY)	Est. Mixed C&D Debris (CY)	Total Cubic Yards	Acres Required for Debris Management (w/ Roads & Buffers)	Days Required for Debris Removal (30,000 cy per day)
1	240,000	160,000	400,000	20	13
2	954,000	636,000	1,590,000	82	53
3	3,102,000	2,068,000	5,170,000	266	172
4	5,964,000	3,976,000	9,940,000	511	331
5	9,540,000	6,360,000	15,900,000	818	530

Harford County, Maryland

February 29, 2016

Model Based on 50% of Single Family Homes Impacted

Storm Category	Est. Clean Woody Debris (CY)	Est. Mixed C&D Debris (CY)	Total Cubic Yards	Acres Required for Debris Management (w/ Roads & Buffers)	Days Required for Debris Removal (30,000 cy per day)
1	120,000	80,000	200,000	10	7
2	474,000	316,000	790,000	41	26
3	1,548,000	1,032,000	2,580,000	133	86
4	2,982,000	1,988,000	4,970,000	256	165
5	4,770,000	3,180,000	7,950,000	409	265

Model Assumptions:

- Population – 250,000 w/ 98,000 Single Family Homes
- Medium Vegetation Characteristic
- Medium Commercial Density
- Heavy Precipitation

Load & Haul Assumptions:

100 Trucks x 30 CY per truck x 10 trips per day = 30,000 CY per day

TABLE 1

Sample Bond Commitment Letter

This is an example of an acceptable commitment letter. The letter must be issued and signed by the Surety Company, not the Agent, and must be submitted with the proposal.

Date

Re: Surety Bond Commitment
Standby Contract for Emergency Debris Management & Removal Services

Dear _____,

I am pleased to advise you that we have approved in principle a performance and payment bond each up to a maximum of \$50,000,000 for your company for the benefit of Harford County, Maryland for the work set forth in Request For Proposal No. 10-150 for a Standby Contract for Emergency Response, Debris Management, Recovery and Marine Clean-up Services.

Our company is a surety or insurance company currently listed on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, with at least an A-rating in the latest printing of the A.M. Best's Key Rating guide to write individual bonds up to ten (10) percent of policyholders' surplus as shown in the A.M. Best's key rating guide and is licensed to issue surety bonds in the State of _____.

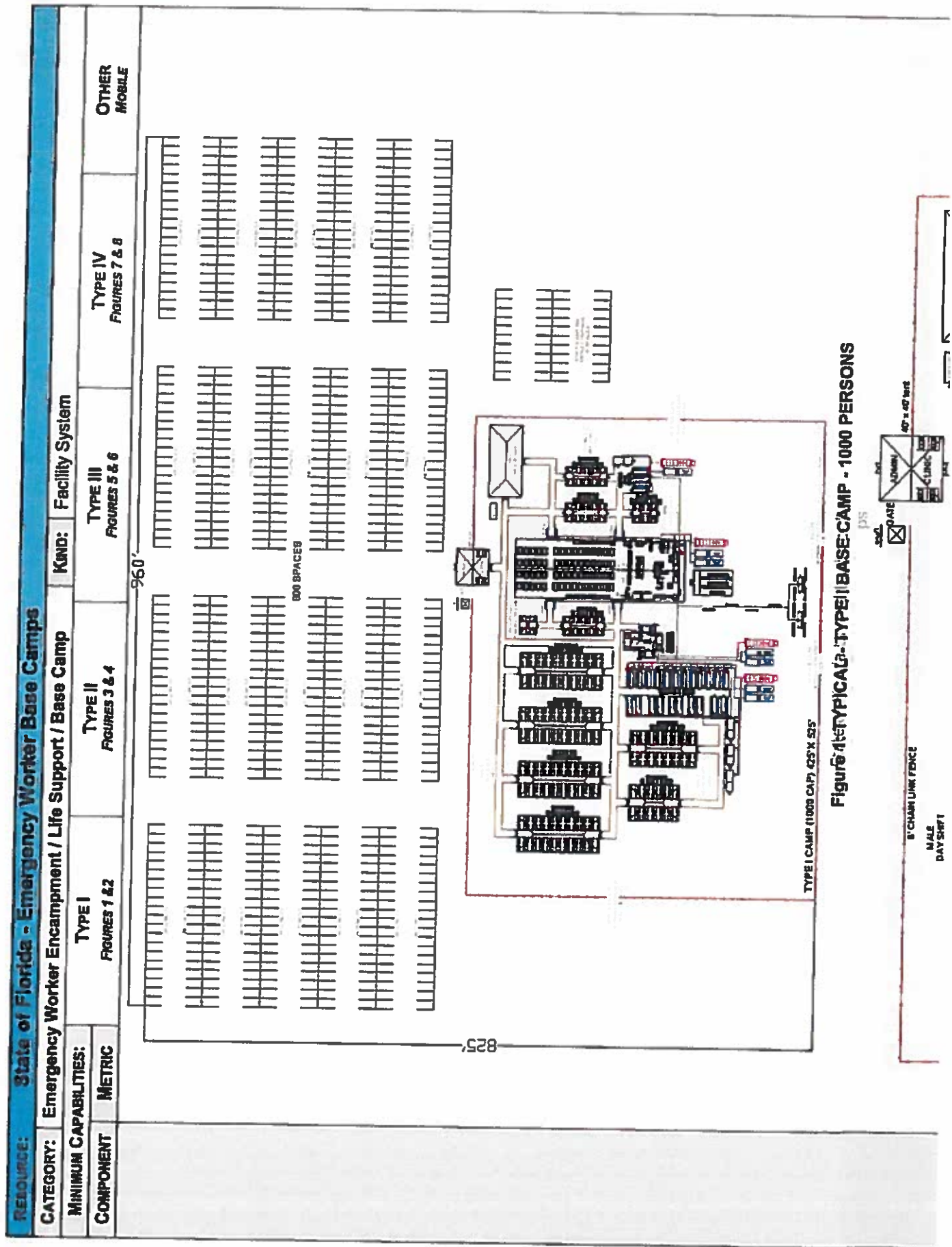
If you are the successful proposer on this proposal, the performance and payment bonds shall be issued within seven (7) days of written notification of notice to proceed from the County. Each bond shall be issued for the total amount of the estimated value of each individual disaster up to \$50,000,000.

This letter constitutes our commitment based upon information and documentation you have submitted. Any obligation to issue the performance and payment bonds will arise only upon the satisfactory preparation, execution and delivery of documentation in form and substance satisfactory to our company. This commitment is valid for a period of fourteen (14) months from the date hereof.

Sincerely,

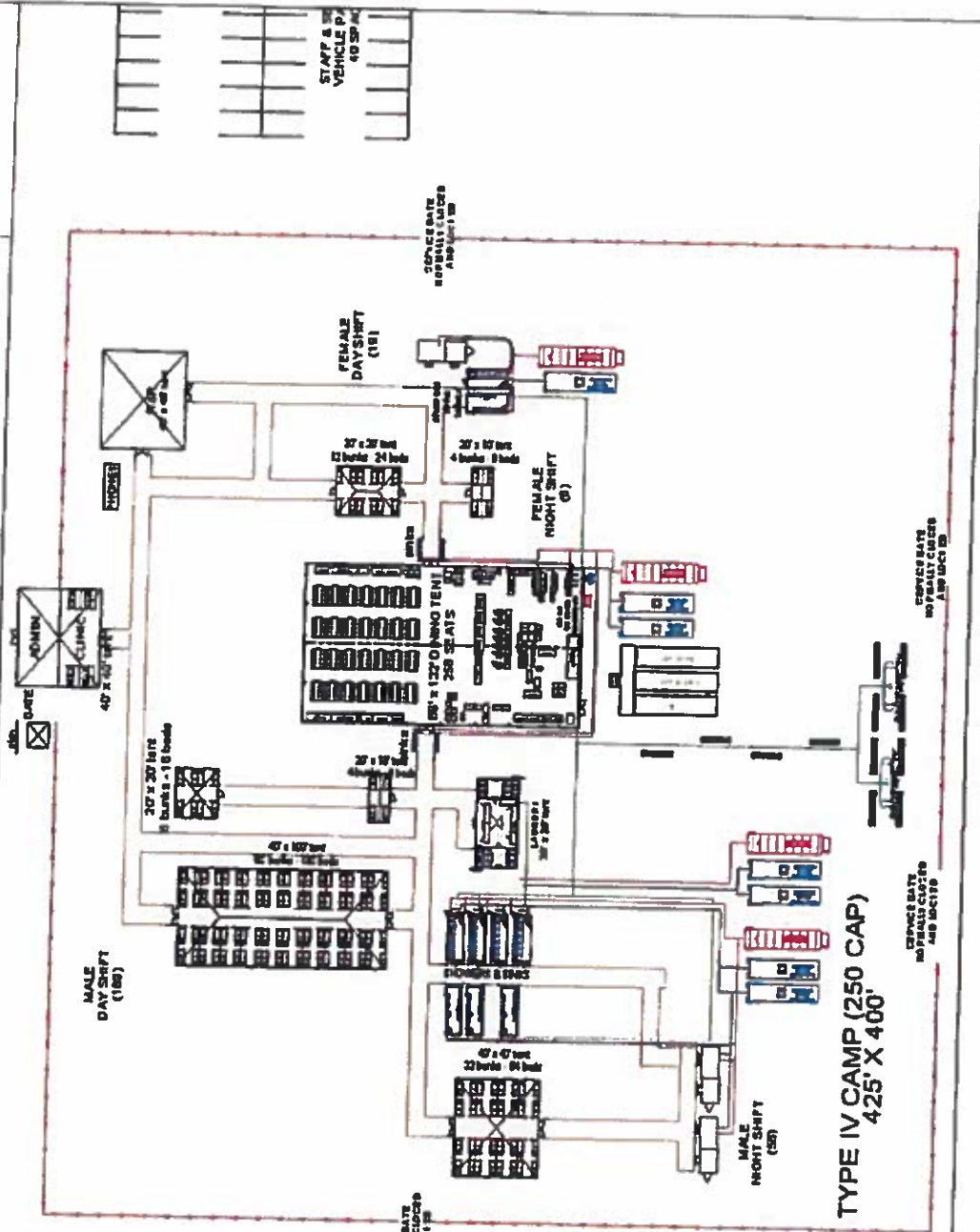
Name
Title, Insurance, Surety Company

Proposers Logo



Resource: State of Florida - Emergency Worker Base Camps

CATEGORY:	EMERGENCY WORKER ENCAMPMENT / LIFE SUPPORT / BASE CAMP		KIND:	FACILITY SYSTEM	OTHER MOBILE
	MINIMUM CAPABILITIES:				
	TYPE I FIGURES 1 & 2	TYPE II FIGURES 3 & 4	TYPE III FIGURES 5 & 6	TYPE IV FIGURES 7 & 8	
COMPONENT	METRIC				



Resource: State of Florida - Emergency Worker Base Camps					
Category:	Emergency Worker Encampment / Life Support / Base Camp			Kind:	Facility System
Minimum Capabilities:		Type I Figures 1 & 2	Type II Figures 3 & 4	Type III Figures 5 & 6	Type IV Figures 7 & 8
Component	Metric				
Figure 8: TYPICAL - TYPE IV BASE CAMP - 250 PERSONS					
			OTHER MOBILE		

RESOURCE: State of Florida - Emergency Worker Base Camps						
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp			KIND:	Facility System	
MINIMUM CAPABILITIES:		TYPE I FIGURES 1 & 2	TYPE II FIGURES 3 & 4	TYPE III FIGURES 5 & 6	TYPE IV FIGURES 7 & 8	OTHER MOBILE
COMPONENT	METRIC					
Site Capacity	Capacity	1000 Persons	750 Persons	500 Persons	250 Persons	100-150 Persons
Site Type	Type	Fixed Structures Camp, Hard sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.	Fixed Structures Camp, Hard Sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.	Fixed Structures Camp, Hard or Soft Sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.	Fixed Structures Camp, Soft Sided Tents, CONEX or modular systems. Must conform to normal wind loading requirements of at least 45 MPH sustained, or 75 MPH in hurricane zones.	Type V: Mobile 53' self-contained semi-trailer systems Type VI: Travel Trailers mobile bunkhouses or RV's.
Set-Up Time	Time	84 – 96 Hours from time of arrival on scene	84 – 96 Hours from time of arrival on scene	72 - 84 Hours from time of arrival on scene	48 - 72 Hours from time of arrival on scene	Mobile – 2-6 Hours from time of arrival on scene
Square Footage Requirements	Space	CAMP: 250,000 Sq. Ft. PARKING: 550,000 Sq. Ft. TOTAL: 800,000 Sq. Ft	CAMP: 210,000 Sq. Ft. PARKING: 370,000 Sq. Ft. TOTAL: 580,000 Sq. Ft	CAMP: 180,000 Sq. Ft. PARKING: 180,000 Sq. Ft. TOTAL: 360,000 Sq. Ft	CAMP: 170,000 Sq. Ft PARKING: 120,000 Sq. Ft TOTAL: 290,000 Sq. Ft	CAMP: 50,000 Sq. Ft PARKING: 50,000 Sq. Ft TOTAL: 100,000 Sq. Ft
Site Prep	Equipment	If required, site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.	If required, site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.	If required, site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.	If required, site may require grading, debris clearance, and/or placement of 3-4" large gravel base for drainage.	Vehicles should remain on hardstand surfaces.
Parking Area(s)	Space	Parking area will be designated as per examples in Figures 1, 3, 5 & 7. Lot shall be well marked and lighted. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.	Parking area will be designated as per examples in Figures 1, 3, 5 & 7. Lot shall be well marked and lighted. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.	Parking area will be designated as per examples in Figures 1, 3, 5 & 7. Lot shall be well marked and lighted. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.	Parking area will be designated as per examples in Figures 1, 3, 5 & 7. Lot shall be well marked and lighted. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.	Parking area will be designated. One-way designated traffic routes will be established and well marked. Separate areas will be designated for large apparatus and trucks.

RESOURCE: State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp			KIND:	Facility System
MINIMUM CAPABILITIES:		TYPE I FIGURES 1 & 2		TYPE II FIGURES 3 & 4	
COMPONENT	METRIC	TYPE III FIGURES 5 & 6		TYPE IV FIGURES 7 & 8	
Camp Management	Government Personnel	Type II IST - Camp Manager Food Unit Leader Safety Officer Supply Unit Leader Facilities Unit Leader Medical Unit Leader Security Manager	Type III IST Camp Manager Food Unit Leader Safety Officer Supply Unit Leader Facilities Unit Leader Medical Unit Leader Security Manager	Type III IST or Logistics Section Camp Manager Food Unit Leader Safety Officer Medical Unit Leader	Logistics Section - Camp Manager Food Unit Leader Safety Officer Medical Unit Leader
	Contractor Personnel	Director of Operations Chief of Operations Logistics Officer Project Managers Camp Managers Safety Personnel Camp Administration Site Operations Surveyor Engineer CAD Technician Equipment Managers Inventory Managers Licensed Plumbing Tech Licensed Electrical Tech Billing Coordinators Chef Food Service Group Tent/Structure Erectors Heavy Equipment Operators Truck Drivers Runner/Shuttle Drivers General Laborers Security (Contracted)	Director of Operations Chief of Operations Logistics Officer Project Managers Camp Managers Safety Personnel Camp Administration Site Operations Surveyor Engineer CAD Technician Equipment Managers Inventory Managers Licensed Plumbing Tech Licensed Electrical Tech Billing Coordinators Chef Food Service Group Tent/Structure Erectors Heavy Equipment Operators Truck Drivers Runner/Shuttle Drivers General Laborers Security (Contracted)	Chief of Operations Logistics Officer Project Managers Camp Managers Safety Personnel Camp Administration Site Operations Surveyor Engineer Equipment Managers Inventory Managers Licensed Plumbing Tech Licensed Electrical Tech Billing Coordinators Sous Chef Food Service Group Tent/Structure Erectors Heavy Equipment Operator Truck Drivers Runner/Shuttle Drivers General Laborers Security (Contracted)	Small Management Team Operations Manager Truck Drivers Porters Sous Chef Cooks Licensed Plumber Licensed Electrician Administrative Support Billing Coordinator
Camp Construction, Engineering and Operations					

RESOURCE: State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp			KIND:	Facility System
MINIMUM CAPABILITIES:		TYPE I FIGURES 1 & 2	TYPE II FIGURES 3 & 4	TYPE III FIGURES 5 & 6	TYPE IV FIGURES 7 & 8
COMPONENT	METRIC				
Billing	Equipment	1,000 Persons, Bunk Beds or cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. Each Resident shall have access to their own individual locker that can accommodate a pad lock. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. OPTIONAL: Linens, blankets and pillows.	750 Persons, Bunk Beds or cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. Each Resident shall have access to their own individual locker that can accommodate a pad lock. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. OPTIONAL: Linens, blankets and pillows.	500 Persons, Bunk Beds or cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. Each Resident shall have access to their own individual locker that can accommodate a pad lock. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. OPTIONAL: Linens, blankets and pillows.	250 Persons, cots. Separate areas for male/female and day/night shifts. HVAC Provided in all structures. Each Resident shall have access to their own individual locker that can accommodate a pad lock. Beds and or cots will be provided within each sleeping structure. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. OPTIONAL: Linens, blankets and pillows.
Food Services	Equipment	1,400 Persons per meal. Seating for 40% at a time. Fixed temporary ground level facility, commercial NSF restaurant equipment. Plumbed fixtures, dual serving lines, air conditioned dining hall. Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each base camp complies with US Public Health Service 2005 Food Code	1,000 Persons per meal. Seating for 40% at a time. Fixed temporary ground level facility, commercial NSF restaurant equipment. Plumbed fixtures, dual serving lines, air conditioned dining hall. Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each base camp complies with US Public Health Service 2005 Food Code	750 Persons per meal. Seating for 40% at a time. Fixed temporary ground level facility OR interconnected 53' Type I mobile field kitchen trailers, commercial restaurant equipment. Plumbed fixtures, dual serving lines, air conditioned dining hall. Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each base camp complies with US Public Health Service 2005 Food Code	500 Persons per meal. Seating for 40% at a time. Fixed temporary ground level facility OR 53' Type II Mobile Feeding Kitchen semi-trailer unit, commercial restaurant equipment. Plumbed fixtures, single serving line, air conditioned dining hall. Kitchen and Dining Facility: The Kitchen and Dining Facility provided at each base camp complies with US Public Health Service 2005 Food Code
Food Services	Service	Four Meals per day (3 hot or 2/2), USFS Food Service Contract Specifications 24-hour food services.	Four Meals per day (3 hot or 2/2), USFS Food Service Contract Specifications 24-hour food services.	Four Meals per day (2 hot), USFS Food Service Contract Specifications. 24-hour food services.	Four Meals per day (2 hot), USFS Food Service Contract Specifications Negotiated hours of food services.
Showers	Equipment	Trailers / CONEX Self Contained,	Trailers / CONEX self-contained,	Trailers / CONEX, networked, 600	Trailers / CONEX networked, 550
					Self Contained with

Resource: State of Florida - Emergency Worker Base Camps					
Category:	Emergency Worker Encampment / Life Support / Base Camp			Kind:	Facility System
Minimum Capabilities:		Type I Figures 1 & 2	Type II Figures 3 & 4	Type III Figures 5 & 6	Type IV Figures 7 & 8
Component	Metric				
Rest Rooms	Equipment	1200 Persons (ratio of 1 shower head to 10 persons in accordance with ANSI 4.4) Specifications in accordance with USFS Shower Contract.	900 Persons (ratio of 1 shower head to 10 persons in accordance with ANSI 4.4) Specifications in accordance with USFS Shower Contract.	Persons (ratio of 1 shower head to 10 persons in accordance with ANSI 4.4) Specifications in accordance with USFS Shower Contract.	Persons (ratio of 1 shower head to 10 persons in accordance with ANSI 4.4) Specifications in accordance with USFS Shower Contract.
		Trailers, self-contained, 1200 Persons (ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) in accordance with ANSI 24.3 and 24.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 6 per entry to dining halls.	Trailers, self-contained, 900 Persons. (Ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) in accordance with ANSI 24.3 and 24.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 4 per entry to dining halls.	Trailers, self contained / CONEX, network plumbed, 600 Persons. (Ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) in accordance with ANSI 24.3 and 24.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 4 per entry to dining halls.	Trailers, self contained / CONEX, network plumbed 550 Persons. (Ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) in accordance with ANSI 24.3 and 24.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 4 per entry to dining halls.
Laundry	Equipment	Full Service fluff and fold laundry service with a 24-hour turn around service. In accordance with ANSI 4.4. Irons and boards will be provided by contractor. Dry cleaning on a 48-hour service.	Full Service fluff and fold laundry service with a 24-hour turn around service. In accordance with ANSI 4.4. Irons and boards will be provided by contractor. Dry cleaning on a 48-hour service.	Full Service fluff and fold laundry service with a 24-hour turn around service. In accordance with ANSI 4.4. Irons and boards will be provided by contractor. Dry cleaning on a 48-hour service.	Self Service fluff and fold laundry equipment provided for residents. Irons and boards will be provided by contractor.
Medical Clinic	Equipment	Separate tent / facility. 8 beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers w/ IV poles, 2 floor fans, medical waste can/bags, 12-110 volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency.	Separate tent / facility. 8 beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers w/ IV poles, 2 floor fans, medical waste can/bags, 12-110 volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency.	Separate tent / facility. 8 beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers w/ IV poles, 2 floor fans, medical waste can/bags, 12-110 volt outlets, area for daily sick calls. Medical equipment and supplies provided by EMS or Health agency.	ALS Ambulance with a 10' X 20' support tent, tables and chairs and divider wall for sick calls.

RESOURCE: State of Florida - Emergency Worker Base Camps						
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp			KIND:	Facility System	
MINIMUM CAPABILITIES:						
COMPONENT	METRIC	TYPE I FIGURES 1 & 2	TYPE II FIGURES 3 & 4	TYPE III FIGURES 5 & 6	TYPE IV FIGURES 7 & 8	OTHER MOBILE
Life Safety	Equipment	1-5# ABC Fire extinguisher in all spaces at 1 per 500 Sq. Ft. ANSUL system OR 6-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.	1-5# ABC Fire extinguisher in all spaces at 1 per 500 Sq. Ft. ANSUL system OR 6-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.	1-5# ABC Fire extinguisher in all spaces at 1 per 500 Sq. Ft. ANSUL system OR 6-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.	1-5# ABC Fire extinguisher in all spaces at 1 per 500 Sq. Ft. ANSUL system OR 4-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.	1-5# ABC Fire extinguisher in all trailers at 1 per 500 Sq. Ft. ANSUL system OR 3-10# BC extinguishers in kitchen space. 1 Type VI staffed Brush Truck Smoke detectors in all spaces, kitchen and storage areas.
Moral, Welfare and Recreation	Equipment	Separate tent / facility to accommodate tables, chairs, two large screen TVs, recreational equipment, board and card games, and refreshments for 350 persons. OPTIONAL: Public Wireless Internet to extent possible. Four workstations, 1 printer.	Separate tent / facility to accommodate tables, chairs, two large screen TVs, recreational equipment, board and card games, and refreshments for 250 persons. OPTIONAL: Public Wireless Internet to extent possible. Four workstations, 1 printer.	Combined with Dining Hall or separate facility. Tables, chairs, two large TVs, recreational equipment, board and card games, and refreshments for 200 persons. OPTIONAL: Public Wireless Internet to extent possible. Three workstations, 1 printer.	Combined with Dining Hall. Tables, chairs, two TVs, board and card games, and refreshments for 150 persons. OPTIONAL: Public Wireless Internet to extent possible. Two workstations, 1 printer.	Attached to or adjacent to mobile units. Tables, chairs, TV, board and card games and refreshments for 50 persons. OPTIONAL: Public Wireless Internet
Administration	Equipment	Separate administrative area for camp management. Resident check-in, credentialing, resource ordering, central security, and camp command element. 2 copiers, 2 fax, folding tables, chairs, and administrative office supplies. Credentialing/badgeing system.	Separate administrative area for camp management. Resident check-in, credentialing, resource ordering, central security, and command element. 1 copier, 1 fax, folding tables, chairs, and administrative office supplies. Credentialing/badgeing system.	Separate administrative area for camp management. Resident check-in, resource ordering, central security, and command element. 1 copier, 1 fax, folding tables, chairs, and administrative office supplies. Credentialing/badgeing system.	Separate administrative area for camp management. Resident check-in, resource ordering, central security, and command element. 1 copier, 1 fax, folding tables, chairs, and administrative office supplies. Credentialing/badgeing system.	Separate administrative area for camp management. Resident check-in, resource ordering, central security, and command element. 1 copier, 1 fax, folding tables, chairs, and administrative office supplies. May be pre installed in a trailer.

RESOURCE: State of Florida - Emergency Worker Base Camps								
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp				KIND:	Facility System		
MINIMUM CAPABILITIES:		TYPE I FIGURES 1 & 2		TYPE II FIGURES 3 & 4		TYPE III FIGURES 5 & 6	TYPE IV FIGURES 7 & 8	OTHER MOBILE
COMPONENT	METRIC							
Security	Services	Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard. May be contracted under the supervision of sworn law enforcement. 6' temporary chain link fence if site is unsecured with gates.		Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard. May be contracted under the supervision of sworn law enforcement. 6' temporary chain link fence if site is unsecured with gates.		Full perimeter security provided. Security personnel at all gates, 24-hours per day, plus at least 1 roaming guard. May be contracted under the supervision of sworn law enforcement. 6' temporary chain link fence if site is unsecured with gates.		Security personnel provided to maintain site security and protection of property. May be contracted under the supervision of sworn law enforcement.
	Information Technology and Communications	ISDN, DSL or satellite data access for the administration of camp operations. Includes at least eight (8) computer workstations, 2 printers, 1 document scanner, 20 POTS or VoIP telephone lines to support voice and fax. Camp public address system Camp two-way radio system with 40 radios. NOAA Weather Radio. OPTIONAL: Public telephone trailers for camp residents provided as available.		ISDN, DSL or satellite data access for the administration of camp operations. Includes at least eight (8) computer workstations, 2 printers, 1 document scanner, 20 POTS or VoIP telephone lines to support voice and fax. Camp public address system Camp two-way radio system with 40 radios. NOAA Weather Radio. OPTIONAL: Public telephone trailers for camp residents provided as available.		ISDN, DSL or satellite data access for the administration of camp operations. Includes at least six (6) computer workstations, 1 printers, 1 document scanner, 16 POTS or VoIP telephone lines to support voice and fax. Camp public address system Camp two-way radio system with 30 radios. NOAA Weather Radio OPTIONAL: Public telephone trailers for camp residents provided as available.		ISDN, DSL or satellite data access for the administration of camp operations. Includes at least four (4) computer workstations, 1 printers, 1 document scanner, 12 POTS or VoIP telephone lines to support voice and fax. Two hand held megaphones Camp two-way radio system with 20 radios. NOAA Weather Radio OPTIONAL: Public telephone trailers for camp residents provided as available.
Infrastructure Support Services	Equipment	Multi-Fuel Truck, Potable water trucks/trailers, waste water vacuum truck, portable waste water treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading doc(s), 6' chain link fencing w/ posts, fire extinguishers.		Multi-Fuel Truck, Potable water trucks/trailers, waste water vacuum truck, portable waste water treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading doc(s), 6' chain link fencing w/ posts, fire extinguishers.		Multi-Fuel Truck, Potable water trucks/trailers, waste water vacuum truck, portable waste water treatment plants, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading doc(s), 6' chain link fencing w/ posts, fire extinguishers.		Multi-Fuel Truck, Potable water trucks/trailers, waste water vacuum truck, wet-proof solid waste dumpsters, grease tanks, prime power generators, light towers, refrigerated food storage trailers, dry stores trailers, forklift, pallet jacks, portable loading doc(s), fire extinguishers.

Resource: State of Florida - Emergency Worker Base Camps					
Category:	Emergency Worker Encampment / Life Support / Base Camp			Kind:	Facility System
Minimum Capabilities:		Type I Figures 1 & 2	Type II Figures 3 & 4	Type III Figures 5 & 6	Type IV Figures 7 & 8
Component	Metric				
Ablution	Equipment	<p>Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each camp.</p> <p>All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.</p>	<p>Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each camp.</p> <p>All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.</p>	<p>Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each camp.</p> <p>All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.</p>	<p>Potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and wastewater collection systems are provided at each camp.</p> <p>All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards.</p>
		<p>OPTIONAL: A full service Commissary shall be provided in the camp in accordance with USFS Commissary Contract Standards.</p>	<p>OPTIONAL: A full service Commissary shall be provided in the camp in accordance with USFS Commissary Contract Standards.</p>	<p>OPTIONAL: Limited service Commissary shall be provided in the camp in accordance with USFS Commissary Contract Standards.</p>	<p>Limited basic essential convenience items (toothpaste, shave cream etc) available in the Administration Office on a cost recovery basis.</p>
Commissary	Services				

RESOURCE: State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp			KIND:	Facility System
MINIMUM CAPABILITIES:					
COMPONENT	METRIC	TYPE I FIGURES 1 & 2	TYPE II FIGURES 3 & 4	TYPE III FIGURES 5 & 6	TYPE IV FIGURES 7 & 8
K-9 Support Area	Equipment	<p>OPTIONAL: A K-9 support area will be established for USAR, Bomb, Drug, and/or other security or specialty K-9 dogs attached to personnel residing in the camp. An area away from resident sleeping and dining areas will be designated with a separate chain link fence, dog walk area. Portable cages under cover, hand wash station and lighting will be provided in the space. Food, water, and cleaning of the space will be the responsibility of the handlers.</p>	<p>OPTIONAL: A K-9 support area will be established for USAR, Bomb, Drug, and/or other security or specialty K-9 dogs attached to personnel residing in the camp. An area away from resident sleeping and dining areas will be designated with a separate chain link fence, dog walk area. Portable cages under cover, hand wash station and lighting will be provided in the space. Food, water, and cleaning of the space will be the responsibility of the handlers.</p>	<p>OPTIONAL: A K-9 support area will be established for USAR, Bomb, Drug, and/or other security or specialty K-9 dogs attached to personnel residing in the camp. An area away from resident sleeping and dining areas will be designated with a separate chain link fence, dog walk area. Portable cages under cover, hand wash station and lighting will be provided in the space. Food, water, and cleaning of the space will be the responsibility of the handlers.</p>	<p>OPTIONAL: A K-9 support area will be established for USAR, Bomb, Drug, and/or other security or specialty K-9 dogs attached to personnel residing in the camp. An area away from resident sleeping and dining areas will be designated with a separate chain link fence, dog walk area. Portable cages under cover, hand wash station and lighting will be provided in the space. Food, water, and cleaning of the space will be the responsibility of the handlers.</p>
		<p>OPTIONAL: A designated area will be established contiguous to the camp for the purpose of basic vehicle maintenance and refueling. Vehicle maintenance services, tire repairs and refueling services will be separately contracted for to include services, equipment, parts and materials, waste disposal, fluid containment and fire suppression systems.</p>	<p>OPTIONAL: A designated area will be established contiguous to the camp for the purpose of basic vehicle maintenance services, tire repairs and refueling services will be separately contracted for to include services, equipment, parts and materials, waste disposal, fluid containment and fire suppression systems.</p>	<p>OPTIONAL: A designated area will be established contiguous to the camp for the purpose of basic vehicle maintenance services, tire repairs and refueling services will be separately contracted for to include services, equipment, parts and materials, waste disposal, fluid containment and fire suppression systems.</p>	<p>OPTIONAL: A designated area will be established contiguous to the camp for the purpose of basic vehicle maintenance and refueling. Vehicle maintenance services, tire repairs and refueling services will be separately contracted for to include services, equipment, parts and materials, waste disposal, fluid containment and fire suppression systems.</p>
ATM	Equipment	<p>OPTIONAL: Portable ATM Machine or trailers provided if possible.</p>	<p>OPTIONAL: Portable ATM Machine or trailer provided if possible.</p>	<p>OPTIONAL: Portable ATM Machine or trailer provided if possible.</p>	<p>OPTIONAL: Portable ATM Machine or trailer provided if possible.</p>
					<p>OPTIONAL: Field refueling split tank trucks (diesel/MOGAS) will be provided to support emergency responders under a separate contract.</p>

Resource: State of Florida - Emergency Worker Base Camps					
Category:	Emergency Worker Encampment / Life Support / Base Camp		Kind:	Facility System	
Minimum Capabilities:		Type I Figures 1 & 2	Type II Figures 3 & 4	Type III Figures 5 & 6	Type IV Figures 7 & 8
Component	Metric				
Postal and Express Services	Service	<p>OPTIONAL: U.S. Postal services and express mail services (FedEx/UPS etc.) will be arranged through the Administrative Section of the camp for residents.</p>	<p>OPTIONAL: U.S. Postal services and express mail services (FedEx/UPS etc.) will be arranged through the Administrative Section of the camp for residents.</p>	<p>OPTIONAL: U.S. Postal services and express mail services (FedEx/UPS etc.) will be arranged through the Administrative Section of the camp for residents.</p>	<p>OPTIONAL: U.S. Postal services and express mail services (FedEx/UPS etc.) will be arranged through the Administrative Section of the camp for residents.</p>
<p>BASE CAMPS:</p> <p>Base camps are established as required in areas close in proximity to emergency impact areas. The purpose is to accommodate emergency workers responding to events in areas either where there are limited hotel/motel resources, or when occupying hotels/motels would not permit disaster victims from relocating from shelters into hotel/motels, thus extending the emergency shelter phase of the operation. Commercial contractors/vendors providing "turn-key" services will be considered the primary source of the establishment of base camps. For larger camps, Types can be combined at one site, such as a Type I and a Type II to build a 1,500 person camp.</p> <p>The Contractor should have an ability to construct the base camps and habilitate responders, recovery workers, military and relief agency workers with tents or modular units, provide air conditioning, heating, beds and/or cots, bedding, dining halls, kitchens, medical unit, reefer trucks to haul food & ice and store, 4 meals a day, shower units, hand wash units, potable (drinking) water, water purification and manifold distribution systems, toilets, on-site manifold distribution of black and grey water and associated On-Site Sanitation Systems, laundry service, leveled hardwood floors, industrial generators, diesel 4000 watt light towers, utility vehicles, tooling and equipment for plumbing, electrical, instrumentation, and other consumables including kitchen utensils. Contractor shall also provide operations centers, recreation facilities and communication services to include telephone and wireless internet connectivity. The Contractor shall keep all of their assets mobile, staged with their own fleet of tractor-trailers, and shall be able to keep those assets available for rapid deployment if required by the Government.</p> <p>7. Detailed Scope of Work, specifications, terms, and conditions must be negotiated between the government entity and contractor.</p> <p>There are six levels of Base Camps:</p> <ul style="list-style-type: none"> Type I support 1000 persons Type II supports 750 persons Type III supports 500 persons Type IV supports 250 persons Other: Mobile Life Support Trailers Type V: 53' Self Contained Semi-Trailers Type VI: 40' Motor Homes 32' Travel Trailers <p>8. OVERVIEW of Services provided at a Base Camp include:</p> <p>Staffing and Management:</p> <ul style="list-style-type: none"> Camp construction is considered turn key, bare base, meaning that no on-site infrastructure is technically required to build the camp. Camp construction, engineering and support services are all provided by one prime vendor, who may or may not in turn let sub-contracts for various items or services in the camp. Prime contractor provides all engineering and support staff. Overall, camp management is the responsibility of government at some level with the assignment of at least a Type III IMT or IST. 					
OTHER MOBILE					

Resource: State of Florida - Emergency Worker Base Camps					
Category:	Emergency Worker Encampment / Life Support / Base Camp			Kind:	Facility System
Minimum Capabilities:		Type I Figures 1 & 2	Type II Figures 3 & 4	Type III Figures 5 & 6	Type IV Figures 7 & 8
Component	Metric				
		<p>Billeting / Camp Type:</p> <ul style="list-style-type: none">First choice of accommodations is the conversion of a fixed facility / building to accommodate personnel. Such conversion includes installation of dividing walls, partitions or curtains in order to allow for some privacy.For larger operations hard-sided tents, long span structures or soft-sided tents or CONEX Systems can be used as billeting. Tent camps can take from 48-96 hours to set-up and must conform to normal wind loading of 45 MPH sustained, or 75 MPH in hurricane areas, based on previous events where storms crossing over the camp has done significant damage to these structures. Hard sided tents are preferred over soft sided. Tents must be fitted with floors and HVAC systems for climate controlled living conditions.For small deployments or where teams are moving from site to site every 1-2 days, self-contained 53' semi-trailer bunkhouses, travel trailers or CONEX mobile bunkhouses or RV's can be utilized. Trailers can accommodate six personnel, while bunkhouses accommodate 10 personnel. 53' semi-trailer can accommodate 12-24 persons. <p>Food Services:</p> <ul style="list-style-type: none">Food services will be accomplished through contract catering. Four meals per day will be served in accordance with current US Forest Service Catering Contracts. An approved 14-day rotation meal plan will be established. Food service facilities must meet all required public health code requirements to include a commercial grade (restaurant) NSF approved equipment, sealed floor, HVAC, bug screens and/or air curtain blowers, equipment and utensil sanitation, fire suppression, and hand wash stations in numbers appropriate for the size of camp. Camp catering must be able to feed at least 30% more persons above camp residents <p>Shower Accommodations:</p> <ul style="list-style-type: none">Shower trailers or CONEX systems will be brought in. These trailers/CONEX typically accommodate 6-10 persons at a time, include a changing room. Trailers have a high capacity hot water heater, typically fueled by propane or diesel fuels. Camp must be able to shower 20% more persons above camp residents. <p>Restroom Accommodations:</p> <ul style="list-style-type: none">Porta-potties will not be used unless no other resources were available, except in remote area such as parking and service areas. Restroom trailers or CONEX systems will conform to ANSI 4.4 regulations. Restroom trailers resemble a public restroom, are well lighted, have mirrors, sinks, toilets, and urinals. Versions are available both men and women. Camp must be able to accommodate 20% more persons above camp residents. <p>Laundry Facilities and Services:</p> <ul style="list-style-type: none">Portable laundry trailers or CONEX systems come in two configurations, self-service and commercial. In the self-service, workers can do their own laundry just like in a laundromat. In the commercial version, a contract service will be brought in to wash, dry and fold laundry for base personnel. <p>Medical Care:</p> <ul style="list-style-type: none">A basic medical clinic will be provided to afford routine medical check-ups and care. Contractor shall establish the area and provide basic equipment. Medical supplies, equipment, and services shall be provided by either EMS or public health personnel. Any emergency will necessitate calling 911. <p>Moral, Welfare and Recreation Facility:</p> <ul style="list-style-type: none">Between meal periods, the dining tent will be used as a recreation facility for Type IV, V, and VI camps. On Type I, II and III camps accommodating over 500 personnel, a separate tent facility will be provided with recreation items such as a Ping-Pong table, large screen TV, reading library, daily newspapers, board games, cards and other items to afford workers a means to relax between shifts. Internet workstations shall be an option for personnel to check e-mail or document work related activities. <p>Administration:</p> <ul style="list-style-type: none">Personnel check-in. Agencies sending emergency personnel to a Base Camp will identify those personnel by name / agency to the Camp Manager in advance of arrival, or issue a			

RESOURCE: State of Florida - Emergency Worker Base Camps					
CATEGORY:	Emergency Worker Encampment / Life Support / Base Camp		KIND:	Facility System	
MINIMUM CAPABILITIES:		TYPE I FIGURES 1 & 2	TYPE II FIGURES 3 & 4	TYPE III FIGURES 5 & 6	TYPE IV FIGURES 7 & 8
COMPONENT	METRIC	OTHER MOBILE			
		separate credential. Camp Managers in the Administration Unit will assign berthing space to individuals. Each person shall be issued a unique identity card indicating the level of services the person is entitled to at the camp.			
		<ul style="list-style-type: none">• Three levels of check-in, and issuance of identity cards / credentialing are designated:<ul style="list-style-type: none">Resident – Full time sleeping, dining and full servicesMeals and Showers Only – Typically for commercial trucking personnel who sleep in their trucks and only require food, shower and laundry supportMeals Only – Personnel who will only receive meals at the Camp and reside and shower at other locations or at home.• Telecommunications<ul style="list-style-type: none">• Public pay phone trailers will be located within the billeting area, food service, recreation and administrative areas to allow personnel to call family and friends• POTS or VoIP telephone lines and ISDN, DSL, Satellite, or fiber optic T-1 lines will be ordered to support the administrative office at the Base Camp.• Office space will be established to allow for the management of the site• Life Safety & Security will be mission tasked to law enforcement, fire, and EMS agencies to support camp operations.			

REQUEST FOR PROPOSAL
RFP No. 16-178
EMERGENCY RESPONSE, DEBRIS MANAGEMENT AND MARINE CLEAN-UP
SERVICES

Price Proposal

TO: Director of Procurement
Harford County Government
Department of Procurement
220 South Main Street
Bel Air, Maryland 21014
RFP No. 16-178

FROM: _____

Pursuant to your request inviting proposals to be received until 5:00 P.M. on April 29, 2016, for "EMERGENCY RESPONSE DEBRIS MANAGEMENT SERVICES" the undersigned hereby submit the following Price Proposal.

We propose to perform the Scope of Services outlined in the Request for Proposal.

RFP No. 16-178
Contractor's Price Proposal Form

PART A – Price Schedule and Proposal Form – for estimated 2,600,000 cubic yard debris disaster. Quantities will vary in actual disaster event(s). Quantities shown below are solely for the purpose of obtaining price proposals.

Item/Description	Estimated		Unit Price-see Note 1	Extension (in Dollars)
	Quantity	Unit		
1. Pickup from public property or right of way and hauling to a designated Debris Management Site or disposal facility 15 or less miles away (one-way	730,000 Assumes 6.67 CY per ton	CY		

<p>miles). (trips with one-way miles in excess of 15 miles compensated at the rate quoted in Items 2.0, 3.0 or 4.0). Please complete unit price for each unit.</p>	<p>109,445</p>	<p>Tons</p>		
<p>2. Pickup from public property, or right of way, and hauling to a designated Debris Management Site or to a disposal facility 15 to 30 miles away (one-way miles). (trips with one-way miles in excess of 30 miles compensated at the rate quoted in Items 3.0 or 4.0). Please complete unit price for each unit.</p>	<p>400,000</p> <p>Assumes 6.67 CY per ton</p> <p>59,970</p>	<p>CY</p> <p>Tons</p>		
<p>3. Pickup from public property, or right of way, and hauling to a designated Debris Management Site or to a disposal facility 30.0 to 60.0 miles away (one-way miles). (trips with one-way miles in excess of 60 miles compensated at the rate quoted in Item 4.0). Please complete unit price for each unit.</p>	<p>250,000</p> <p>Assumes 6.67 CY per ton</p> <p>37,481</p>	<p>CY</p> <p>Tons</p>		
<p>4. Pickup from public property or right-of-way and hauling to a disposal facility 60.0 – 120.0 miles away (one-way miles). Please complete unit price for each unit. Please complete unit price for each unit.</p>	<p>80,000</p> <p>Assumes 6.67 CY per ton</p> <p>11,994</p>	<p>CY</p> <p>Tons</p>		
<p>5. Extract, remove and dispose of the eligible stump and root ball and back filling of the root cavity with compacted soil of trees that are not uprooted and larger than 24 inches in diameter and less than 37</p>	<p>100</p>	<p>Each</p>		

inches in diameter (measured two feet from the ground). Stumps must have more than 50% of their root ball exposed. Stumps placed along maintained Rights of Way by others will be paid under Items 1. Through 4. Above. (See Note 2 below).				
6. Extract, remove and dispose of the eligible stump and root ball and back filling of the root cavity with compacted soil of trees that are not uprooted and larger than 37 inches in diameter (measured two feet from the ground). Stumps must have more than 50% of their root ball exposed. Stumps placed along maintained Rights of Way by others will be paid under Items 1. Thru 4. Above. (See Note 2).	50			
7. Removal of hazardous hanging limbs greater than 2 inches up to 4 inches in diameter. (See Note 3).	1,000	Each Tree		
8. Removal of hazardous hanging limbs greater than 4 inches up to 6 inches in diameter.	500	Each Tree		
9. Removal of hazardous hanging limbs greater than 6 inches up to 8 inches in diameter.	250	Each Tree		
10. Removal of hazardous hanging limbs greater than 8 inches in diameter.	100	Each Tree		
11. Removal of hazardous standing pine trees 6" – 12" in diameter.	1,000	Each		
12. Removal of hazardous standing pine trees 13" –	500	Each		

24" in diameter.				
13. Removal of hazardous standing pine trees 25" – 36" in diameter.	100	Each		
14. Removal of hazardous standing pine trees 37" or larger in diameter.	50	Each		
15. Removal of hazardous standing hardwood trees 6" – 12" in diameter.	1,000	Each		
16. Removal of hazardous standing hardwood trees 13" – 24" in diameter.	500	Each		
17. Removal of hazardous standing hardwood trees 25" – 36" in diameter.	100	Each		
18. Removal of hazardous standing hardwood trees 37" or larger in diameter.	50	Each		
19. Debris Management Site operation, debris acceptance, pile management, and material loading of incoming debris for transport. Please complete unit price for each unit.	1,460,000	CY		
	Assumes 6.67 CY per ton			
	218,890	Tons		
20. Volume reduction of incoming debris through grinding and/or chipping. Please complete unit price for each unit.	1,460,000	CY		
	Assumes 6.67 CY per ton			
	218,890	Tons		
21. Volume reduction of incoming debris through air curtain incineration. Please complete unit price for each unit.	1,460,000	CY		
	Assumes 6.67 CY per ton			
		Tons		
22. Dead animal carcass hauling to a designated landfill or incinerator site (based on one-way miles) (incinerator operation and	5,000	Ton/ Miles		

disposal compensated under Part B).				
23. Hauling reduced, non-recycled. Debris from Debris Management Site to a disposal facility less than 15 miles away (one-way miles) with quantities same as received.	730,000	CY		
24. Hauling reduced, non-recycled, debris from a Debris Management Site to a disposal facility 15-30 miles away (one-way miles) with quantities same as received. Distance over 30 miles to be negotiated.	730,000	CY		
25. Grand Total Cost (must show grand total cost)				

Item/Description	Estimated			
	Quantity	Unit		
1A. Hauling putrescible municipal solid waste from the Montgomery County Transfer Station to a disposal facility 15-30 miles away (one-way miles) with quantities same as received. Distances over 30 miles to be negotiated. (Contingency item: assumes hauling one month's disposed waste based on total FY11 data).	40,000	Tons		

Note 1: Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors), equipment and materials including but not limited to: supplies, equipment maintenance, repairs. Repair parts, fuels, lubricants, cellular phones, transportation, traffic control and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster. A

Ton-Mile equals the weight of animal carcasses in the trailer times the one way mileage to the destination. Weight of carcasses will be determined by use of fixed or portable scales at disposal facility or incinerator site. Details of scope of work may require negotiations.

Note 2. Contractor will be paid for extraction of stumps with a diameter of greater than 24 inches based on the prices listed in Exhibit 1. Contractor's Price Proposal, Items 5 and 6. Stumps 24 inches or less in diameter, with attached root balls, will be considered to be normal debris. Payment for extracting, hauling, loading and processing stumps 24 inches or less in diameter will be based on the prices listed in Exhibit 1. Contractor's Price Proposal, Items 1. through 4. Conversion of stump diameters 24 inches or less to cubic yards will occur using the Stump Conversion Table in FEMA Recovery Policy 9523.11, "Hazardous Stump Extraction and Removal Eligibility." Payment for normal debris removal for all stumps, regardless of size, placed on rights-of-way or other public property by others, will be based on the prices listed in Exhibit 1. Contractor's Price Proposal Items 1. through 4. The County will negotiate with the Contractor if additional costs are incurred in picking up stumps greater than 24 inches in diameter from rights-of-way or other public property.

Note 3. Items 7. Through 18. Relate only to the removal of hazardous hanging limbs greater than 2 inches or hazardous standing trees and placement at the end of the right-of-way. Payment for loading, hauling and dumping will be provided under Items 1. through 4. Contractor is responsible to removal any and all hazardous hanging branches greater than 2 inches on any tree, with price to be determined by the largest branch removed.

Item	Unit Measure	Unit Pricing
Sunken Vessel Removal		
Marine Based Removal	Per linear foot of vessel	
Land Based Removal	Per linear foot of vessel	
Removal of Stranded Vessel on Land	Per linear foot of vessel	
River and Canal Debris Removal		
0 – 15 miles, one way haul	Per cubic yard	
16 – 30 miles, one way haul	Per cubic yard	
31 – 60 miles, one way haul	Per cubic yard	
Water Based Removal		

0 – 15 miles, one way haul	Per cubic yard	
16 – 30 miles, one way haul	Per cubic yard	
31 – 60 miles, one way haul	Per cubic yard	

PART B. Equipment Price Schedule and Proposal Form

For Debris Management Site Set-up and Closure And Debris Clearance for Access

Equipment and Labor Rates

Equipment Type	Hourly Equipment Rate	Hourly Labor Rate	Total Hourly Rate
Air Curtain Pit Burner			
Air Curtain Refractory Incinerator			
Bobcat Loader			
Broom tractor			
Bucket Truck w/Operator			
Chipper/Mulcher (8" throat)			
Chipper/Mulcher (12" throat)			
Crash Truck w/Impact Attenuator			
Crew Foreman w/Cell Phone and Pickup			
Demolition trailer with tractor			
Dozer, Tracked, D4 or similar			
Dozer, Tracked, D5 or similar			
Dozer, Tracked, D6 or similar			
Dozer, Tracked D7 or similar			
Dozer, Tracked D8 or similar			

Dump Truck, 18CY-20CY			
Dump Truck,. 21CY-30CY			
Generator and Lighting			
Grader w/12" Blade			
Grinder, horizontal, 800-1000 HP			
Hydraulic Excavator, 1.5CY			
Hydraulic Excavator, 2.5CY			
Knuckleboom Loader			
Laborer w/Chain Saw			
Laborer w/small tools, traffic control, flag person			
LED Message board, on Trailer			
Lowboy Trailer w/Tractor			

Part B unit prices for equipment such as: air curtain burners/incinerators, chipper/mulchers and tub grinders do not pertain to Debris Management Site operations, which are included under Part A.

Part B unit prices for Traffic Control do not pertain to debris collection and removal operations from County property and County rights-of-way, which are included under Part A.

PART B. Equipment Price Schedule and Proposal Form (CONTINUED)**For Debris Management Site Set-up and Closure
And Debris Clearance for Access****Equipment and Labor Rates**

Equipment Type	Hourly Equipment Rate	Hourly Labor Rate	Total Hourly Rate
Log Skidder			
Mobile Grapple Crane Loader (Adequate for hanging limbs/leaning trees)			
Operations Manager w/Cell Phone and Pickup			
Refuse packer, front loading, 30-40CY			
Refuse packer, rear loading, 25-30CY			
Refuse packer, side loading, 25-30CY			
Rolloff container transport truck with operator			
Sewer line vacuum truck with operator			
Soil Compactor 80HP			
Soil Compactor, Towed Unit			
Stump Grinder 30" diameter or less			
Stump grinder greater than 30" diameter			
Traffic Control, Temporary Single Lane Closure			
Traffic Control. Temporary Road Closure			
Tree Climbers/Chainsaws			
Track Loader 953, or similar			
Track Loader 963,			

or similar			
Track Loader 973, or similar			
Transfer trailer, walking floor, with tractor, 80CY to 100CY			
Truck, Flatbed			
Tub Grinder, 800 to 1,000 HP			
Waste Collection Rear Loader Truck			
Water Truck			
Wheel Loader, 2.5 CY, 950 or similar			
Wheel Loader, 3.5- 4.0 CY, 966 or similar			
Wheel Loader, 4.5 CY, 980 or similar			
Wheel Loader- Backhoe, 1.0-1.5 CY			
Other-Please List and provide descriptive attachments as needed			

Part B unit prices for equipment such as: air curtain burners/incinerators, chipper/mulchers and tub grinders do not pertain to Debris Management Site operations, which are included under Part A.

Part B unit prices for Traffic Control do not pertain to debris collection and removal operations from public property and public maintained rights-of-way, which are included under Part A.

PART C. Base Camp Support Services

Type	Weekly Rate	Flat Rate	Total Hourly Rate
Type I			
Type II			
Type III			
Type IV			

Discount of Terms of Payment may be considered in determining the award at the sole discretion of the County. Any other considerations for the award will be stated on the specifications and proposal.

Payment Terms: The payment terms shall be considered net 30 days unless otherwise indicated below by the bidder.

Payment Terms: _____ % net _____

(Example, 2% net 15 days. A 2% discount if Harford County pays in 15 days).

If a discounted payment is not applicable to your bid, please initial here to confirm that a discount does not apply. _____

Proposer acknowledges all addenda.

Addenda Number and Date: _____

_____ Check here if there are no Addenda.

PROPOSAL SUBMITTED BY:

ENTITY NAME
(Must be entity name as registered with Maryland
State Department of Assessments & Taxation)

Authorized Representative/Title
(Signature)

Address

Authorized Representative/Title
(Print/Type)

City, State, Zip

Telephone Number

E-mail Address

Fax Number

Date

All proposers must be registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340. Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: www.dat.state.md.us/sdatweb/sdatforms.html - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941.

*"a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country."

Sec. 1-101 Annotated Code of Maryland Corporations and Associations.

All proposers must be in good standing with Harford County, Maryland. Proposers must meet any outstanding taxes, fees or accounts with Harford County.